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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



32

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
July 1, 2024

REQUESTED ACTION

The New Hampshire Department of Transportation requests authorization to enter into contracts with nine appraisal firms to prepare appraisals for property needed for transportation projects, for a total maximum cost of \$1,500,000 over five years. The contracts will become effective from Governor and Council approval to June 30, 2029. The proposed funding is 91.7% Federal Funds, 6.7% Turnpike Funds, and 1.6% Highway Funds.

These contracts will be funded from monies allocated to specific transportation projects from one of the accounts indicated below.

Funding is available as follows for FY 2025 and is contingent upon the availability and continued appropriation of FY 2026 through FY 2029, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>
04-096-096-963515-3054 Consolidated Federal Aid 046-500464 General Consultants Non- Benefit	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000
04-096-096-961017-7507 Central NH Turnpikes 046-500464 General Consultants Non-Benefit	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
04-096-096-963015-3049 Non-Participating 046-500464 General Consultants Non-Benefit	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

EXPLANATION

This request is to authorize the Department of Transportation to enter into contracts with nine appraisal firms to be available to complete appraisal assignments associated with property acquisitions needed for transportation projects. Appraisals are typically required to establish values for purchasing property and property rights affected by transportation improvements. In addition, second appraisals are required for properties with an acquisition cost of over \$1,000,000 due to Federal rules. Requests for second appraisals may also come from the Department's Review Appraiser, the Governor and Council, or the Highway Layout Commissions. Occasionally, due to the lack of comparable sales data, there are requests for third appraisals.

If contract approval of the firms proposed is forthcoming, individual approval assignments will be allocated through a low-bid process, as described below. The process allows the Department to respond quickly and efficiently to project schedules and to the needs of affected property owners, who are usually anxious to see the resolution of individual property issues. This process has been in place for the past twenty years and has worked well.

The Department solicited proposals for this contract on December 6, 2023. Twelve firms were interested in this program and submitted information regarding their experience and qualifications. The Bureau's Pre-Qualification Committee reviewed the information and recommended nine firms to be participants:

- Bergeron Commercial Appraisal Co. of Portsmouth, New Hampshire
- Brennan Appraisal of Raymond, New Hampshire
- CBRE, Inc. of Boston, Massachusetts
- Colliers International Valuations and Advisory Services of Boston, Massachusetts
- LAP Appraisals, LLC of Sanbornton, New Hampshire
- McManus & Nault Appraisal Co, Inc. of Bow, New Hampshire
- New Hampshire Real Estate Consultants of Andover, New Hampshire
- Shurtleff Appraisal Associates, Inc. of Hampstead, New Hampshire
- Stark & Webster Valuations, LLC of Bedford, New Hampshire

With Governor and Council approval, these nine firms will serve as the pool of appraisers to provide appraisal services on an as-needed basis. When an appraisal is required, the firms listed above will be reviewed relative to the scope of the assignment, their capacity to perform in a timely fashion, quality of work, experience, and their overall suitability for the assignment. The firms that are best qualified for the assignment will be contacted and asked for a fee quotation. They will be informed of the required

completion details and date, and the firm submitting the lowest fee quotation meeting the completion date will be notified to proceed. The selection process is in keeping with the Department's established procedures.

Should the Department require a second appraisal of a parcel for which appraisal services were previously utilized under this program, the assignment will be offered to the firm that previously submitted the second-lowest quotation. If they are unable to accept, the third firm will be engaged.

For the Federal Funds portion, funding is 80% Federal Funds with 20% state match. Turnpike toll credit is utilized for match requirements, effectively utilizing 100% Federal Funds.

The Attorney General approved the agreements for form and execution and the Department has certified that the necessary funds are available. Copies of the fully executed contracts are on file at the Secretary of State's Office and the Department of Administrative Services. Following Governor and Council approval, the contracts will be filed with the Department of Transportation.

Authorization is respectfully requested to enter multi-vendor appraisal contracts with the nine appraisal firms proposed above.

Respectfully,

A handwritten signature in black ink, appearing to read "William Cass".

William J. Cass, P.E.
Commissioner

WJC/pfc

Attachments

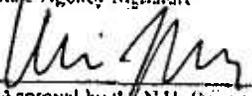
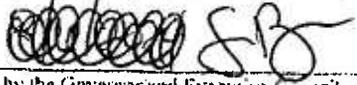
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DRIVE CONCORD NH 03301	
1.3 Contractor Name Bergeron Commercial Appraisal LLC Vendor # 150493		1.4 Contractor Address 487 State Street Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-436-3009	1.6 Account Unit and Class 015-096-3054-046-0464 and 017-096-7507-046-0464	1.7 Completion Date 6/30/2029	1.8 Price Limitation \$1,500,000* *Aggregate allowed to be billed by all participating appraisal firms
1.9 Contracting Officer for State Agency William Oldenburg		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 6/25/24		1.12 Name and Title of Contractor Signatory STEPHEN J. BERGERON, Principal	
1.13 State Agency Signature  Date: 7/11/24		1.14 Name and Title of State Agency Signatory William Oldenburg, Director Division of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director. On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/6/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials: 
Date: 6/25/24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.3 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-e or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interests in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

AMEND TO READ:

- 12. Notwithstanding the provisions of paragraph 12. of the P37 the Contractor may hire a subcontractor to perform services under this contract with the prior written consent of the state including persons who have contractual agreements with the State.
- 14.1.1 Commercial or comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per claim and \$1,000,000 per aggregate; and
- 14.1.2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$100,000 combined single limit; and
- 14.1.3 Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 per aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000; and
- 14.1.4 Workers' compensation and employer's liability insurance, if required by law.

This section intentionally left blank.

EXHIBIT B

SCOPE OF SERVICES

THE EXACT SERVICES REQUIRED BY THE CONTRACTOR (APPRAISER) ARE:

- 2.1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and following "The New Hampshire Department of Transportation Right-of-Way Manual, Appraisal Standards and Reports Section" on file with the Department of Transportation, ("NHDOT") and any amendments thereto, and made a part hereof. All appraisals shall meet the requirements of the New Hampshire Appraisal Board, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation. All appraisals will be submitted in both written and PDF format. The appraiser agrees to respond to any written review of their appraisal by the State's reviewer within 10 working days of receipt. The response will consist of a letter addressing each question asked by the State's reviewer, any corrected pages of the appraisal with the changes highlighted, plus the revised written appraisal.
- 2.2. The measure of damage to the condemnee is to be estimated using all applicable approaches to value necessary to support the final estimate of the appraiser per RSA 498-A and the approaches as outlined in the "Appraisal Standards and Reports", above referenced. The use of or the omission of any approach shall be justified as part of the Appraisal Report by the Appraiser. The Appraiser further covenants and agrees that the measure of damage to the condemnee is to be determined by appraising the "Market Value" of the property and/or property interest(s) taken including improvements, if any, before the taking; and the "Market Value" of the remaining property, including improvements and/or property interest(s), if any, after the taking, in light of any environmental contamination, liens, leases, easements, or other encumbrances affecting the market value of the property in the before and after scenarios. The difference, if any, between the two values represents the measure of damages.
- 2.3. The Appraiser will, if required by the NHDOT, appear before any board or court to justify, testify, and defend their appraisal.
- 2.4. The Appraiser will refer to the NHDOT Contracting Officer or assignees of the NHDOT Contracting Officer for all matters or questions of fact relative to or connected with the appraisal which give rise to a dispute, dilemma, or ambiguity and which are not spelled out, described and determined by this contract or the standard practices of the profession; and the NHDOT Contracting Officer or assignee shall resolve the question or dispute by written instruction to the Appraiser.
- 2.5. The report(s) shall not include damages for items generally non-compensable under established State law. Requirements relative to consideration of benefits as outlined in the "Handbook For Highway Land Damage Commissions" revised February 18, 1964, prepared by the Office of the Attorney General, shall be followed. A copy is available for inspection at NHDOT ROW Section.

EXHIBIT C

METHOD AND AMOUNT OF PAYMENT:

5.1.1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee under the terms of the appraisal assignment. The Appraiser agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the preparation of the appraisal under this Contract and the attachments hereto. Payment is to be made by the State on the following basis for all contracts:

(a) Fifty (50%) percent of the quoted fee for each appraisal report upon the delivery of an acceptable appraisal and submission of a bill for the total amount. At the NHDOT discretion, unacceptable appraisal reports may be returned, and no individual payment is made until the appraisal report is re-submitted in an acceptable form.

(b) Fifty (50%) percent of the total following review and acceptance by the State Reviewer and concurrence in the acceptance of an adequately documented appraisal report by the U. S. Department of Transportation, or within sixty (60) days after completion of State Review, whichever is sooner.

(c) For each late appraisal report, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the agreed upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses that are late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the calculated appraisal review response completion date. This date, to be determined by the Chief Right-of-Way Appraiser and identified in each appraisal review sent to the Appraiser, is established under the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

5.1.2. The NHDOT agrees to pay the Appraiser for all expenses incurred for each day or part of a day (*) that the Appraiser spends at a hearing, pre-trial conference, trial, or drafting appraisal update called for by the Attorney General's Office. For any appraisal update that is not completed and submitted within sixty (60) days of when it is requested by the Attorney General's Office, the Appraiser shall be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday the update is late.

The NHDOT and the Appraiser mutually agree that in case there may be major changes in the scope or character of the work to be performed under this contract, such changes shall be made in the individual amounts as stated under the "Schedule of Appraisals" by negotiated increases or decreases in said amounts. Or if work is added, such additional amounts as may be required shall be determined by negotiation and payment made at the agreed upon amounts.

(*) day or part of day shall include the duration of a hearing, pre-trial conference, or trial day.

This section intentionally left blank.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BERGERON COMMERCIAL APPRAISAL, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 19, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 682340

Certificate Number: 0006669347



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April A.D. 2024.

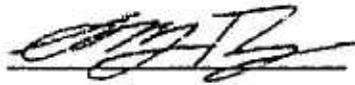
A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

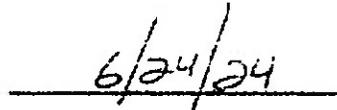
Certificate of Vote

Members of Bergeron Commercial Appraisal, LLC

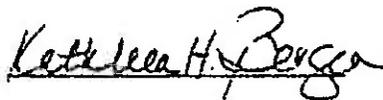
Effective June 25, 2024, the two sole members of Bergeron Commercial Appraisal, LLC, authorize Stephen J. Bergeron to submit a bid for the Multi Vendor Appraisal Proposal Statewide Acquisition Program to be performed for the State of New Hampshire, Department of Transportation, Paul F. Coddington, JD - Chief of Administration.



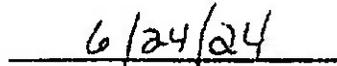
Stephen J. Bergeron, Member



Date



Kathleen H. Bergeron, Member



Date



LIA Administrators & Insurance Services



APPRAISAL, VALUATION AND PROPERTY SERVICES
PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS - NEW HAMPSHIRE

Aspen American Insurance Company

(Referred to below as the "Company")
499 Washington Boulevard, 8th Floor
Jersey City, NJ 07310
877-245-3510

Date Issued	Policy Number	Previous Policy Number
3/7/2024	AA1005992-10	AA1005992-09

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 149071 Named Insured: BERGERON COMMERCIAL APPRAISAL LLC Stephen J. Bergeron 487 State Street Portsmouth, NH 03801	
2. Policy Period: From: 05/01/2024 To: 05/01/2025 12:01 A.M. Standard Time at the address stated in 1 above.	
3. Deductible: \$2500 Each Claim	
4. Retroactive Date: 05/01/2000	
5. Inception Date: 05/01/2015	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate Subpoena Response: \$5,000 Supplemental Payment Coverage Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage Disciplinary Proceeding: \$12,500 Supplemental Payment Coverage Loss of Earnings: \$500 per day Supplemental Payment Coverage	

7. Covered Professional Services (as defined in the Policy and/or by Endorsement):			
Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Residential Property:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Commercial Property:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/> (If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> (If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> (If "yes", added by endorsement)

8.	Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa St, Santa Barbara, California 93101
9.	Annual Premium: \$3,413.00
10.	Forms attached at issue: LIA002 (04/19) LIA NH (09/19) LIA012 (05/19) LIA122 (05/19) LIA131 (05/19) LIA164 (05/19) LIA165 (05/19)

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

03/07/2024

Date



By

Authorized Representative

Producer Information

LIA Administrators & Insurance Services

Name of Authorized Agent Broker: Robert C. Wiley

Address: 1600 Anacapa Street Santa Barbara, CA 93101

Appraisal, Valuation and Property Services Professional Liability Insurance Policy

Named Insured: BERGERON COMMERCIAL APPRAISAL LLC
Stephen J. Bergeron

Policy Number: AAI005992-10
Effective Date: 05/01/2024
Customer ID: 149071

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED PROFESSIONALS ENDORSEMENT

In consideration of the premium charged, it is agreed that Section IV. DEFINITIONS (I) "Insured" is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named Insured:

Name	Coverage Effective Date
Stephen J. Bergeron	05/01/2024
Kathleen H. Bergeron	05/01/2024
Robert C. Comito	05/01/2024
Boyd A. Jones	05/01/2024
Laura Eger	05/01/2024

All other terms, conditions, and exclusions of this Policy remain unchanged.

CERTIFICATE OF INSURANCE

Producer: LIA ADMINISTRATORS & INSURANCE SERVICES P.O. Box 1319 Santa Barbara, CA 93102-1319	Issue Date: 09/27/2024 This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policy below.
--	--

Insured: 149071 BERGERON COMMERCIAL APPRAISAL LLC Stephen J. Bergeron 487 State Street Portsmouth, NH 03801	<u>COMPANY AFFORDING COVERAGE</u> Aspen American Insurance Company  _____ Authorized Representative
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This is to certify that the policy of insurance listed below has been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term of condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

IMPORTANT NOTICE: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies referenced herein.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
Professional Liability	AAI005992-10	05/01/2024	05/01/2025	Each Claim General Aggregate	\$ 1,000,000 \$ 1,000,000

Description of Operations/Locations/Special Items:
Professional Services as defined in the policy

Certificate Holder: STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 7 Hazen Drive Concord, NH 03301	Cancellation: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
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STATE FARM FIRE AND CASUALTY COMPANY
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

RENEWAL DECLARATIONS

Po Box 2915
 Bloomington IL 61702-2915

Named Insured

AT2 005645 3125 M-28-92EB-FB52 F U
 487 STATE ST LLC DBA BERGERON
 COMMERCIAL APPRAISAL LLC
 487 STATE ST
 PORTSMOUTH NH 03801-4326

Policy Number	94-BF-8273-0	
Policy Period	Effective Date	Expiration Date
12 Months	APR 26 2024	APR 26 2025
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address

AILEEN DUGAN
 93 MIDDLE ST
 PORTSMOUTH NH 03801-4382

PHONE: (603) 433-3114



0107-ST-1-1001

Office Policy

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Limited Liability Company

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 903.00

Discounts Applied:
 Renewal Year
 Years in Business
 Claim Record

Prepared
 FEB 12 2024
 CMP-4000 NH

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Continued on Reverse Side of Page



RENEWAL DECLARATIONS (CONTINUED)

Office Policy for 487 STATE ST LLC DBA BERGERON
Policy Number 94-BF-8273-0



0207-ST-1-1001

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Back-Up Of Sewer Or Drain	\$15,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

Prepared
FEB 12 2024
CMP-4000 NH

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for 487 STATE ST LLC DBA BERGERON
Policy Number 94-BF-8273-0



0007-ST-1-1001

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

- CMP-4100 Businessowners Coverage Form
- FE-6999.3 *Terrorism Insurance Cov Notice
- CMP-4229.2 Amendatory Endorsement
- CMP-4786 Addl Insd Owners Lessee Sched
- CMP-4819.1 Unauthorized Business Card Use
- CMP-4706 Back-Up of Sewer or Drain
- CMP-4704.1 Dependent Prop Loss of Income
- CMP-4710 Employee Dishonesty
- CMP-4709 Money and Securities
- CMP-4703.1 Utility Interruption Loss Incm
- CMP-4705.2 Loss of Income & Extra Expnse
- FE-3650 Actual Cash Value Endorsement
- CMP-4561.4 Policy Endorsement

Prepared
FEB 12 2024
CMP-4000 NH

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Continued on Reverse Side of Page



RENEWAL DECLARATIONS (CONTINUED)

Office Policy for 487 STATE ST LLC DBA BERGERON
Policy Number 94-BF-8273-0



NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.® using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Prepared
FEB 12 2024
CMP-4000 NH

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0407-SJ-1-1001



STATE FARM FIRE AND CASUALTY COMPANY
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
 Bloomington IL 61702-2915

Named Insured

M-28-92EB-FB52 F U

487 STATE ST LLC DBA BERGERON
 COMMERCIAL APPRAISAL LLC
 487 STATE ST
 PORTSMOUTH NH 03801-4326

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	94-BF-8273-0	
Policy Period	Effective Date	Expiration Date
12 Months	APR 26 2024	APR 26 2025
The policy period begins and ends at 12:01 am standard time at the premises location.		



0507-ST-1-1001

ATTACHING INLAND MARINE

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

- FE-8739 Inland Marine Conditions
- FE-6257 Amendatory Endorsement
- FE-8743.1 Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared
 FEB 12 2024
 FD-6007

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038851



In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

0607-ST-1-1001



IMPORTANT NOTICE . . . Data Compromise Coverage Now Available

Nearly all businesses collect and retain personal information about their clients, employees and business associates. Yet many businesses lack the resources to respond effectively in the event this data is stolen or released when it is in their care, custody or control.

If a data breach occurs, a business may be required to notify all parties who were affected by the breach, effectively communicate the nature of the loss or disclosure and, if warranted, provide credit monitoring assistance and identity restoration case management service to those affected. Many states already require businesses to provide these services.

Data Compromise coverage may help a business respond to the expense of service obligations following a covered data breach.

Coverage Summary

Data Compromise coverage is designed to help a business investigate a data breach, notify individuals and provide credit monitoring, case management and other services that help prevent identity theft and fraud following a covered breach of non-public personal information. Data Compromise coverage may be available for certain necessary and reasonable expenses including:

- Legal and forensic information technology reviews;
- Notification to affected individuals; and
- Service to affected individuals including:
 - Informational materials;
 - Toll-free help line;
 - Credit report monitoring; and
 - Identity restoration case management.

If you choose to purchase Data Compromise coverage, Identity Restoration coverage will be included for your business.

No one can predict if a covered data breach will occur, but you are able to protect your business from certain response costs a breach may create. If you are interested in adding Data Compromise coverage to your policy, contact your State Farm® agent to see if your business qualifies.

553-3447.1 (C)

0707-ST-1-1001

State Farm Mutual Automobile Insurance Company
PO Box 2358
Bloomington IL 61702-2358



AT2 A-92EB A
BERGERON, STEPHEN & KATHLEEN
199 WIBIRD ST
PORTSMOUTH NH 03801-5036

AUTO RENEWAL

AMOUNT DUE: \$419.58
Payment is due by April 02, 2024

Your State Farm Agent
AILEEN DUGAN
Office: 603-433-3114
Address: 93 MIDDLE ST
PORTSMOUTH, NH 03801-4382

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Thank you for choosing State Farm.

Policy Number: R01 5397-D02-29L
Policy Period: April 2, 2024 to October 2, 2024

Vehicle:
2019 VOLVO XC90

Principal Driver:
KATHLEEN H BERGERON

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments.
You may pay one half of the amount due, \$209.79 on APR 02 2024.
The remaining half will be due on JUN 01 2024. We'll send you a reminder notice.
We also have available a plan to let you pay your premium in monthly installments. For details on this plan and to

determine if you qualify, please contact your State Farm agent.
Your policy has the Guaranteed Renewal Endorsement.
When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon

(continued on next page)

Policy Number: R01 5397-D02-29L
Prepared February 5, 2024
1004583

Page number 1 of 5

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143562 202 01-15-2018

Power To Pay
Your Way



Online
statefarm.com/pay



Mobile
Use the
State Farm mobile app



Call
Automated Line: 1-800-440-0998
Your agent: 603-433-3114



Mail
Send us
a check



Visit your
State Farm
agent

Key code: 9476134571



Insured: BERGERON, STEPHEN & KATHLEEN
Policy Number: R01 5397-D02-29L
Amount Due: \$419.58
Please pay by April 02, 2024
Make payment to State Farm

2809404210
State Farm Insurance Companies
P.O. Box 588002
North Metro, GA 30029-8002



For Office Use Only

AUTO REN	\$419.58	0421
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2-A2 A 92EB-FB52
APP DT 05-12-2024 MUTL VOL

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VEHICLE INFORMATION *continued*

model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience annually to determine which makes and models have earned decreases or increases from State Farm's standard

rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Age as of April 2, 2024	Gender	Marital Status
STEPHEN BERGERON	54	Male	Married

Other Household Driver(s)

In addition to the Principal Driver(s) and Assigned Driver(s), your premium may be influenced by the drivers shown below and other individuals permitted to drive your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that most frequently drive other vehicles in your household.

ANNA BERGERON
ANDREW H BERGERON

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it.

Each driver is designated as an **Assigned Driver** on the household automobile that they most frequently drive. Your

premium may be influenced by the information shown for these drivers.

IMPORTANT NOTICE REGARDING YOUR PREMIUM

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

You have the right to request, no more than once during a 12-month period, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate. If you would like us to reevaluate your credit-based insurance score or have any questions on how your premium was determined, please contact your State Farm agent.

COVERAGE AND LIMITS *See your policy for an explanation of these coverages.*

A	Liability	
	Bodily Injury 250,000/500,000	
	Property Damage 100,000	\$120.38
C	Medical Payments 5,000	\$9.34
D	100 Deductible Comprehensive	\$103.73

(continued on next page)

-
- avoid insurance verification problems with a lienholder, the police, or the department of motor vehicles, and
 - ensure that you receive any new discounts you may be entitled to.

Your current State Farm policy automatically provides certain coverages for a new or replacement car for up to a specified, limited number of days after you take possession of the car. Please refer to your policy for the number of days that applies in your state.

If you have any questions about coverage for a newly acquired car, please contact your State Farm agent.

Disclaimer: This message is provided for informational purposes only and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Car Policy booklet, the most recently issued Declarations Page, and any applicable endorsements.



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND
CERTIFICATION

Real Estate Appraisers Board

Pursuant to RSA 310:8, I, this is to certify that

STEPHEN J. BERGERON

is licensed to practice as a/n

Certified General Appraiser

LICENSE NO. NHCG-512
EXPIRATION DATE: 02/28/2026

State of New Hampshire



Real Estate Appraisers Board

Authorized as
Certified General Appraiser

Issued To
KATHLEEN H BERGERON

License Number: NHCG-595

Active

Issue Date: 03/01/2002

Expiration Date: 07/31/2025

QUALIFICATIONS OF B. ALEC JONES

STATE LICENSES:

New Hampshire State Certified General Appraiser - # 665

EMPLOYMENT:

1991 - Current	Independent Contracted Fee Appraiser – Certified General Appraiser in 2005 Exeter, NH
1987 - 1990	Turley Martin Company / Colliers International St. Louis, Missouri Industrial Sales/Leasing/Appraising
1972 - 1987	Newhall & Ogilvy Realtors Greenwich, Connecticut Vice President/General Sales Manager Residential/Commercial: Sales/Leasing/Appraising

EDUCATION:

Principia College, Elsau, Illinois – Bachelor of Arts degree

APPRAISAL EDUCATION:

	Successfully Completed:		
	Principles of Real Estate	-	1969
	Graduate Realtors Institute (GRI)	-	1973
	Introduction to Appraising Real Property (Society of Real Estate Appraisers – Course 101)	-	1975
	Fundamentals of Real Estate Investment & Taxation (CCIM Course 101)	-	1979
	Fundamentals of Creating a Real Estate Investment (CCIM Course 102)	-	1979
	Society of Industrial & Office Realtors Courses I & II Income Capitalization Theory – Part A & Part B	-	1988
1991	Advanced Income Property Appraising	-	2003
	Principles of Construction	-	2004
	Uniform Appraisal Standards For Federal Land Acquisitions	-	2006
	Role of NH BTLA in Appraising Real Estate	-	2008
	Ad Valorem Tax Consultation	-	2009
	Appraising In A Changing Market	-	2009
	Comprehensive Shoreline Protection	-	2009
	Appraising & Analyzing Office Buildings For Mortgage Underwriting - NH Workforce Housing Issues	-	2011
	Property Tax Appeals For Appraisers	-	2011
	Estimating Property Damage	-	2011
	Values & Trends In Commercial Real Estate Investment Market	-	2012
	Nuts & Bolts Of Green Building For Appraisers	-	2013
	Problems In The Valuation Of Partial Acquisitions	-	2013
	Appraisal Of Fast Food Facilities	-	2015
	Litigation Appraising: Specialized Topics & Applications	-	2017
2019	Advanced Hotel Appraising – Full Service Hotels	-	
	Appraisal Of Land Subject To Ground Leases	-	
2019	Appraising Commercial Properties During Pandemic	-	2020
	Market Trends in New Hampshire Real Estate	-	2020
	Introduction To Commercial Appraisal Review	-	2021
	Valuation Issues & The Tax Abatement Process	-	2022
	Business Practices & Ethics	-	2023
	Uniform Standards of Professional Appraisal Practice	-	2023

APPRAISAL ASSIGNMENTS:

Commercial real estate appraisal experience includes the following property types: office, industrial, retail shopping centers, apartment complexes, residential subdivisions, restaurants, auto dealerships, health clubs, mill buildings, medical office, schools, bank branches, and land leases. Also multiple airport related assignments including aviation hangars, FBO facilities, and aviation easements.

State of New Hampshire



Real Estate Appraisers Board

Authorized as
Certified General Appraiser

Issued To
BOYD A JONES

License Number: NHCG-665

Active

Issue Date: 04/01/2005

Expiration Date: 10/31/2025

QUALIFICATIONS OF ROBERT C. COMITO

Active in the commercial real estate appraisal profession for the past 39 years, including 13 years as a senior commercial review appraiser at two regional financial institutions. Primary territories covered included New Hampshire, Massachusetts and Southern Connecticut. Property types appraised and/or reviewed include retail, shopping centers and regional malls, professional and medical offices, light industrial and manufacturing facilities, cold storage warehouses, self-storage facilities, c-stores and carwashes, auto dealerships, lodging properties, golf courses, nursing homes and assisted living facilities, apartment complexes, affordable housing projects and residential subdivisions and condominium developments.

PROFESSIONAL APPRAISAL EXPERIENCE:

- 2012 - Present Independent Fee Appraiser, Portsmouth, NH
- 2009 - 2011 Senior Commercial Review Appraiser
People's United Bank, Portland, ME
- 1998 - 2008 VP, Senior Commercial Review Appraiser
TD Bank, Bedford, NH
- 1986 - 1998 Fremeau Appraisal Associates, Manchester, NH
- 1984 - 1986 Crafts Appraisal Associates, Bedford, NH

PROFESSIONAL LICENSES:

- State of New Hampshire - Certified General Appraiser, NHCG #122

PROFESSIONAL AFFILIATIONS:

- Board of Directors – NH Chapter AI (1999-2000)

EDUCATION:

- University of New Hampshire, Whittemore School of Business & Economics, Durham, NH
Bachelor of Science in Business Administration, Cum Laude

APPRAISAL EDUCATION:

Appraisal Institute Courses Completed

- 1A1: Real Estate Appraisal Principles
- 1A2: Basic Valuation Procedures
- 8-2 Residential Valuation
- 1BA: Capitalization Theory and Techniques, pt A
- 1BB: Capitalization Theory and Techniques, pt B
- 201: Principles of Income Property Appraising
- 2-1: Case Studies in Real Estate Valuation
- 2-2: Valuation Analysis & Report Writing
- 410: Standards of Professional Practice (Part A)
- 420: Standards of Professional Practice (Part B)
- 430: Standards of Professional Practice (Part C)

Most Recent Seminars Completed

- 7-Hour National USPAP Update (March 2024)
- Green Building Concepts for Appraisers (December 2022)
- Commercial Land Valuation (December 2022)
- Commercial Appraisal Review (November 2022)
- 7-Hour National USPAP Update (December 2021)
- Appraisal of Fast Food Facilities (December 2020)
- Appraisal of Industrial & Flex Buildings (December 2020)
- 7-Hour National USPAP Update (December 2019)
- Land and Site Valuation - (December 2018)
- Small Hotel/Motel Valuation (December 2018)
- Appraisal of Automobile Dealerships (October 2018)
- 7-Hour National USPAP Update (December 2017)
- Appraisal of Self-Storage Facilities- (December 2016)
- Appraisal of Assisted Living Facilities –(December 2016)
- 7-Hour National USPAP Update (December 2015)
- Forecasting Revenue (December 2014)
- Appraisal Review – General (June 2014)
- 7-Hour National USPAP Update (December 2013)
- Environmental Contamination of Income Properties – (Dec.2012)
- 7-Hour National USPAP Update (April 2012)
- 2-Day General Appraisal Curriculum Overview (Oct 2011)
- 7-Hour National USPAP Update (December 2010)
- Business Practices and Ethics (September 2010)
- Appraisal of Convenience Stores (November 2008)
- Subdivision Analysis (December 2004)

State of New Hampshire



Real Estate Appraisers Board

Authorized as
Certified General Appraiser

Issued To

ROBERT C COMITO

License Number: NHCG-122
Active

Issue Date: 01/01/1992

Expiration Date: 12/31/2024

QUALIFICATIONS OF LAURA EGER

STATE LICENSES:

New Hampshire State Certified General Appraiser - # 1142

Education:

Real Estate Appraisal courses completed and exams passed:

- Basic Appraisal Principles
- Basic Appraisal Principles
- Uniform Standards of Professional Appraisal Practice (USPAP)
- General Appraiser Sales Comparison Approach
- General Appraiser Site Valuation and Cost Approach
- General Appraiser Income Approach I & II
- Real Estate Finance Statistics and Valuation Modeling
- General Appraiser Market Analysis and Highest & Best Use
- Commercial Appraisal Review
- Expert Witness for Commercial Appraisers

As of the date of this report, I, Laura Eger, have completed the above required coursework toward a NH Certified General Appraiser License (in progress).

B.S. Mechanical Engineering Technology, Summa Cum Laude
University of Massachusetts, Lowell, Massachusetts

A.S. Airway Science
Community College of the Air Force, Vance Air Force Base, Oklahoma

Professional Experience:

2022 – Present	QUALITY APPRAISAL SERVICES, affiliated with BERGERON COMMERCIAL APPRAISAL Portsmouth, NH
2021 – 2022	QUALITY APPRAISAL SERVICES, affiliated with MMC APPRAISAL SERVICES Concord, NH
2016 – 2021	EVERSOURCE ENERGY Manchester, New Hampshire
2014 – 2016	BAE SYSTEMS Conway, New Hampshire
2013 – 2014	RAYTHEON COMPANY Andover, Massachusetts
2012 – 2013	FEDERAL AVIATION ADMINISTRATION South Bend, Indiana
2007 – 2011	FEDERAL AVIATION ADMINISTRATION Conway, New Hampshire
2006 – 2007	ATWOODS Enid, Oklahoma
2002 – 2006	UNITED STATES AIR FORCE Vance Air Force Base, Oklahoma



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND
CERTIFICATION

Real Estate Appraisers Board

Pursuant to RSA 310:8, I - this is to certify that

Laura Theresa Egor

is licensed to practice as a(n)

Certified General Appraiser

LICENSE NO. NHCG-1143
EXPIRATION DATE: 06/28/2026

Debarment Clause for Bergeron Commercial Appraisal, LLC

I am not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any Federal Agency. I have not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the last (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendering against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past (3) years.

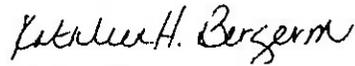


June 25, 2024

Stephen J. Bergeron
Bergeron Commercial Appraisal, LLC

Debarment Clause for Bergeron Commercial Appraisal, LLC

I am not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any Federal Agency. I have not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the last (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendering against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past (3) years.



Kathleen H. Bergeron
Bergeron Commercial Appraisal, LLC

Hourly Rates for Bergeron Commercial Appraisal, LLC contractors:

Stephen J. Bergeron, MAI has been a fee appraiser in the New Hampshire market for the past 32 years. I am a licensed Certified General appraiser and holds the Appraisal Institute's MAI designation. I have experience working with the NHDOT, engineers, attorneys, and local communities in eminent domain and partial taking appraisals. I have been on the NHDOT's approved list for approximately 24 years. A copy of my resume is attached. **My hourly consulting rate is \$250 / hour.**

Kathleen H. Bergeron, MAI has been a fee appraiser in the New Hampshire market for the past 24 years. She is a licensed Certified General appraiser and holds the Appraisal Institute's MAI designation. A copy of her resume is attached. **Kathy's hourly consulting rate is \$200 / hour.**

Alec Jones has been a fee appraiser in the New Hampshire market for the past 33 years. He is a licensed Certified General appraiser, and has experience working with the NHDOT, engineers, attorneys, and local communities in eminent domain and partial taking appraisals. Alec has been on the NHDOT's approved list for at least the past 24 years. A copy of his resume is attached. **Alec's hourly consulting rate is \$200 / hour.**

Robert Comito has been a fee appraiser in the New Hampshire market for the past 40 years. He is a licensed Certified General appraiser, and has experience working with the NHDOT, engineers, attorneys, and local communities in eminent domain and partial taking appraisals. A copy of his resume is attached. **Bob's hourly consulting rate is \$200 / hour.**

Laura Eiger is Certified General Appraiser in the State of New Hampshire. She has experience working with the NHDOT, engineers, attorneys, and local communities in eminent domain and partial taking appraisals with Marsha Campanella and with Bergeron Commercial Appraisal during the past 3.5 years. A copy of her resume is attached. **Laura's hourly consulting rate is \$150 / hour.**

Please do not hesitate to contact me if you require any additional information.

Sincerely,



Stephen J. Bergeron, MAI
NHCG - 512

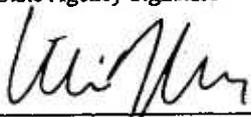
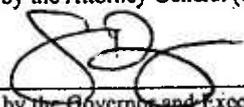
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DRIVE CONCORD, NH 03301	
1.3 Contractor Name Brennan Appraisal (Vendor #505330)		1.4 Contractor Address 11 Oldham Road Raymond, NH 03077	
1.5 Contractor Phone Number 603-722-4027	1.6 Account Unit and Class 015-096-3054-046-0464 and 017-096-7507-046-0464	1.7 Completion Date 6/30/2029	1.8 Price Limitation \$1,500,000* *Aggregate allowed to be billed by all participating appraisal firms
1.9 Contracting Officer for State Agency. William Oldenburg		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 6/28/24		1.12 Name and Title of Contractor Signatory Click or tap here to enter text. Sean Brennan Owner/Appraiser	
1.13 State Agency Signature  Date: 7/15/24		1.14 Name and Title of State Agency Signatory William Oldenburg, Director Division of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/13/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials SB
Date 6/28/24

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials SB
Date 6/28/24

EXHIBIT A

SPECIAL PROVISIONS

AMEND TO READ:

- 12. Notwithstanding the provisions of paragraph 12. of the P37 the Contractor may hire a subcontractor to perform services under this contract with the prior written consent of the state including persons who have contractual agreements with the State.
- 14.1.1 Commercial or comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per claim and \$1,000,000 per aggregate; and
- 14.1.2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$100,000 combined single limit; and
- 14.1.3 Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 per aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000; and
- 14.1.4 Workers' compensation and employer's liability insurance, if required by law.

This section intentionally left blank.

EXHIBIT B

SCOPE OF SERVICES

THE EXACT SERVICES REQUIRED BY THE CONTRACTOR (APPRAISER) ARE:

- 2.1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and following "The New Hampshire Department of Transportation Right-of-Way Manual, Appraisal Standards and Reports Section" on file with the Department of Transportation, ("NHDOT") and any amendments thereto, and made a part hereof. All appraisals shall meet the requirements of the New Hampshire Appraisal Board, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation. All appraisals will be submitted in both written and PDF format. The appraiser agrees to respond to any written review of their appraisal by the State's reviewer within 10 working days of receipt. The response will consist of a letter addressing each question asked by the State's reviewer, any corrected pages of the appraisal with the changes highlighted, plus the revised written appraisal.
- 2.2. The measure of damage to the condemnee is to be estimated using all applicable approaches to value necessary to support the final estimate of the appraiser per RSA 498-A and the approaches as outlined in the "Appraisal Standards and Reports", above referenced. The use of or the omission of any approach shall be justified as part of the Appraisal Report by the Appraiser. The Appraiser further covenants and agrees that the measure of damage to the condemnee is to be determined by appraising the "Market Value" of the property and/or property interest(s) taken including improvements, if any, before the taking; and the "Market Value" of the remaining property, including improvements and/or property interest(s), if any, after the taking, in light of any environmental contamination, liens, leases, easements, or other encumbrances affecting the market value of the property in the before and after scenarios. The difference, if any, between the two values represents the measure of damages.
- 2.3. The Appraiser will, if required by the NHDOT, appear before any board or court to justify, testify, and defend their appraisal.
- 2.4. The Appraiser will refer to the NHDOT Contracting Officer or assignees of the NHDOT Contracting Officer for all matters or questions of fact relative to or connected with the appraisal which give rise to a dispute, dilemma, or ambiguity and which are not spelled out, described and determined by this contract or the standard practices of the profession; and the NHDOT Contracting Officer or assignee shall resolve the question or dispute by written instruction to the Appraiser.
- 2.5. The report(s) shall not include damages for items generally non-compensable under established State law. Requirements relative to consideration of benefits as outlined in the "Handbook For Highway Land Damage Commissions" revised February 18, 1964, prepared by the Office of the Attorney General, shall be followed. A copy is available for inspection at NHDOT ROW Section.

2.6. The Appraiser will neither perform any appraisal service nor assist in the same, for the owner of any land or interest therein which has been in any way affected pecuniarily by this project, without prior approval of the NHDOT. This prohibition shall remain in effect until the final disposition of all claims arising from the project.

2.7. Appraisal assignment, title, and date signed by, are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

2.8. NHDOT fee appraiser selection procedures are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

This section intentionally left blank.

EXHIBIT C

METHOD AND AMOUNT OF PAYMENT:

5.1.1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee under the terms of the appraisal assignment. The Appraiser agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the preparation of the appraisal under this Contract and the attachments hereto. Payment is to be made by the State on the following basis for all contracts:

(a) Fifty (50%) percent of the quoted fee for each appraisal report upon the delivery of an acceptable appraisal and submission of a bill for the total amount. At the NHDOT discretion, unacceptable appraisal reports may be returned, and no individual payment is made until the appraisal report is re-submitted in an acceptable form.

(b) Fifty (50%) percent of the total following review and acceptance by the State Reviewer and concurrence in the acceptance of an adequately documented appraisal report by the U. S. Department of Transportation, or within sixty (60) days after completion of State Review, whichever is sooner.

(c) For each late appraisal report, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the agreed upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses that are late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the calculated appraisal review response completion date. This date, to be determined by the Chief Right-of-Way Appraiser and identified in each appraisal review sent to the Appraiser, is established under the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

5.1.2. The NHDOT agrees to pay the Appraiser for all expenses incurred for each day or part of a day (*) that the Appraiser spends at a hearing, pre-trial conference, trial, or drafting appraisal update called for by the Attorney General's Office. For any appraisal update that is not completed and submitted within sixty (60) days of when it is requested by the Attorney General's Office, the Appraiser shall be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday the update is late.

The NHDOT and the Appraiser mutually agree that in case there may be major changes in the scope or character of the work to be performed under this contract, such changes shall be made in the individual amounts as stated under the "Schedule of Appraisals" by negotiated increases or decreases in said amounts. Or if work is added, such additional amounts as may be required shall be determined by negotiation and payment made at the agreed upon amounts.

(*) day or part of day shall include the duration of a hearing, pre-trial conference, or trial day.

This section intentionally left blank.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BRENNAN APPRAISAL is a New Hampshire Trade Name registered to transact business in New Hampshire on June 15, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 844142

Certificate Number: 0006670149



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Sean P. Brennan
BRENNAN APPRAISAL
11 Oldham Road
Raymond, New Hampshire 03077

SOLE PROPRIETOR CERTIFICATE OF AUTHORITY

I, Sean Brennan, hereby certify that I am the sole proprietor of Brennan Appraisal, which is a tradename registered with the Secretary of State under RSA 349. I certify that I am the sole owner of the tradename.

I hereby certify and acknowledge that the State of New Hampshire will rely upon this certification as evidence that I have full authority to bind my business, and that no corporate resolution, shareholder vote, or other document is necessary to grant me such authority.

Signed: Sean Brennan

Date: 7/23/2024

Witnessed by: Rosa Brennan

Date: 7/23/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UNDER THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIA ADMINISTRATORS & INSURANCE SERVICES PO BOX 1319 SANTA BARBARA, CA 93102-1319	CONTACT NAME: DANA DAMICO PHONE (A/C, No, Ext): 805-963-6624 FAX (A/C, No): 805-962-0652 E-MAIL ADDRESS: DANA@LIABILITY.COM	
	INSURER(S) AFFORDING COVERAGE INSURER A : P & C INSURANCE CO. OF HARTFORD NAIC # 34690 INSURER B : ASPEN AMERICAN INSURANCE COMPANY 43460 INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED BRENNAN APPRAISAL SEAN P. BRENNAN, MBA 11 OLDHAM RD RAYMOND, NH 03077 ID# 167806		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		72SBMBH5DXF	07/02/2024	07/02/2025	EACH OCCURRENCE	\$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 500,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	PROFESSIONAL LIABILITY			AAI010177-05	07/13/2024	07/13/2025	\$1,000,000 EACH CLAIM \$2,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REAL ESTATE APPRAISERS PROFESSIONAL AND COMMERCIAL GENERAL LIABILITY INSURANCE
 THE BELOW CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO THE COMMERCIAL GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 7 HAZEN DRIVE CONCORD, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Aspen American Insurance Company
 Insurer (Referred to below as the "Company")
 499 Washington Boulevard, 8th Floor
 Jersey City, NJ 07310

LIA Administrators & Insurance Services

Company's Program Administrator:
 LIA Administrators & Insurance Services
 1600 Anacapa Street
 Santa Barbara, CA 93108
 800-334-0652

**APPRAISAL, VALUATION AND PROPERTY SERVICES
 PROFESSIONAL LIABILITY INSURANCE POLICY**

DECLARATIONS - NEW HAMPSHIRE

Date Issued: 6/26/2024 Policy Number: AA1010177-05 Previous Policy Number: AA1010177-04

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 167806 Named Insured: BRENNAN APPRAISAL Sean P. Brennan, MBA 11 Oldham Rd Raymond, NH 03077	
2. Policy Period: From: 07/13/2024 To: 07/13/2025 12:01 A.M. Standard Time at the address stated in 1 above.	
3. Deductible: \$1000 Each Claim	
4. Retroactive Date: 07/13/2020	
5. Inception Date: 07/13/2020	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$2,000,000 Aggregate	
7. Covered Professional Services (as defined in the Policy and/or by Endorsement): Real Estate Appraisal and Valuation: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Residential Property: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Commercial Property: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit): Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If "yes", added by endorsement) Right of Way Agent and Relocation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Machinery and Equipment Valuation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Personal Property Appraisal: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If "yes", added by endorsement) Real Estate Sales/Brokerage: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If "yes", added by endorsement)	
8. Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa Street, Santa Barbara, CA 93102-1319	
9. Annual Premium: \$1,051.00	
10. Forms attached at issue: LIA002 (04/19) LIA NH (09/19) LIA012 (06/22) LIA018 (05/19) LIA021 (02/22) LIA122 (05/19) LIA164 (05/19) LIA169 (12/21)	

This Declarations page, together with the completed and signed Policy Application including all attachments and thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

06/26/2024 By
 Date Authorized Representative

Producer Information:
 LIA Administrators & Insurance Services
 Name of Authorized Agent Broker: Robert C. Wiley
 Address: 1600 Anacapa Street Santa Barbara, CA 93101

Appraisal, Valuation and Property Services Professional Liability Insurance Policy

Named Insured: BRENNAN APPRAISAL
Sean P. Brennan, MBA

Policy Number: AAI010177-05
Effective Date: 07/13/2024
Customer ID: 167806

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED PROFESSIONALS ENDORSEMENT

This endorsement modifies insurance provided under the following:

APPRAISAL, VALUATION AND PROPERTY SERVICES PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV. DEFINITIONS (I) "Insured" is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named Insured:

Name	Coverage Effective Date
Sean Brennan	07/13/2024

All other terms, conditions, and exclusions of this Policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2024

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PRODUCER LIA ADMINISTRATORS & INSURANCE SERVICES PO BOX 1319 SANTA BARBARA, CA 93102-1319		CONTACT NAME: DANA DAMICO PHONE (AC, No, Ext): 805-963-6624 FAX (AC, No): 805-962-0652 E-MAIL ADDRESS: DANA@LIABILITY.COM	
INSURED BRENNAN APPRAISAL SEAN P. BRENNAN, MBA 11 OLDHAM RD RAYMOND, NH 03077 ID# 167806		INSURER(S) AFFORDING COVERAGE INSURER A: PROPERTY AND CASUALTY INS. CO. OF 34690 INSURER B: ASPEN AMERICAN INSURANCE COMPANY 43460 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY		AAI010177-05	07/13/2024	07/13/2025	\$1,000,000 EACH CLAIM \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 7 HAZEN DRIVE CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Tel: 1-800-841-3000

GEICO General Insurance Company
One GEICO Boulevard
Fredericksburg, VA 22412-0003

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: 4398-89-84-13

Coverage Period:

06-17-24 through 06-17-25

12:01 a.m. local time at the address of the named insured.

Date Issued: April 14, 2024

SEAN P BRENNAN
11 OLDHAM RD
RAYMOND NH 03077-1609

Email Address: seanbrennan150@gmail.com

<u>Named Insured</u>	<u>Additional Drivers</u>
Sean P Brennan	None

<u>Vehicle</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 2021 Ford F-150	1FTFX1E59MSA82751	RAYMOND NH 03077-1609	FORD MOTOR CREDIT COMPANY

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>
Bodily Injury Liability Each Person/Each Occurrence	\$100,000/\$300,000	\$138.00
Property Damage Liability	\$100,000	\$155.00
Medical Payments	\$10,000	\$41.00
Uninsured Motorists Each Person/Each Occurrence	\$100,000/\$300,000	\$42.00
Comprehensive (Excluding Collision)	\$500 Ded	\$121.00
Collision	\$500 Ded	\$409.00
Emergency Road Service	Full	\$13.00
Rental Reimbursement	\$50 Per Day \$1,500 Max	\$53.00
Mechanical Breakdown	\$250 Ded	\$105.00
Total Twelve Month Premium		\$1,077.00

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Discounts

The total value of your discounts is	\$324.00
Anti-Theft Device (All Vehicles)	\$6.00
Passive Restraint/Air Bag (All Vehicles)	\$28.00
Anti-Lock Brakes (All Vehicles)	\$21.00
Multiline (All Vehicles)	\$47.00
Seatbelt (All Vehicles)	\$7.00
Fourth Year Safe Driver (All Vehicles)	\$215.00

Contract Type: A30NH

Contract Amendments: ALL VEHICLES - A30NH SIGPGCW

Unit Endorsements: UE316H(VEH 1)

Class: 5 -N - -S(VEH 1)

Important Policy Information

- Please review the front and/or back of this page for your coverage and discount information.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA, however, in Virginia coverage is limited for custom furnishings or equipment on pick-up trucks and vans but you may purchase coverage for this equipment. Please call us at 1-800-841-3000 or visit us at geico.com if you have any questions.
- Subject to the policy carrying Comprehensive and/or Collision Coverage, if a *non-owned auto*, in operation while leased or rented for a fee, has a Manufacturer Suggested Retail Price above \$100,000, the limits of liability for *loss* to the *non-owned auto* is the highest of the *actual cash value* of any *owned auto* shown on the **Declarations page**.
- As your vehicle ages, the Multi-Risk Coverage you carry becomes nearly impossible to replace. Renew your policy today and enjoy continuous coverage against costly mechanical breakdowns.
- Confirmation of coverage has been sent to your lienholder and/or additional insured.
- Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.
- Your policy premium may include surcharges. You may contact our office at 800-841-3000 for more specific information.

Qualifications of Sean P. Brennan, MBA

Certification/License

Certified General Real Estate
Appraiser - NHC9-920

Education

Bachelor of Science in
Business Administration, Summa
Cum Laude
Syracuse University

Master of Business Administration
Boston College

Contact Details

Brennan Appraisal
11 Oldham Road
Raymond, NH 03077

Appraisenh.com

603-722-4027 (mobile)
sean@appraisenh.com

Experience:

Commercial Real Estate Appraiser, Owner
Brennan Appraisal (2020 to Present)

Commercial Real Estate Appraiser
Fremeau Appraisal, Inc. (2019 to 2020)

Residential Real Estate Appraiser, Sole Proprietor
Sean P. Brennan, MBA (2014 to 2019)
Sole proprietor specializing in residential properties

Senior Commercial Real Estate Appraiser
Valbridge Property Advisors | Bullock Commercial Appraisal, LLC (2013-2014)

Commercial Real Estate Appraiser
Petersen, LaChance, Regan, Pino, LLC (2010-2013)

Commercial Real Estate Appraiser
Greater Boston Valuation (2008-2010)

Other Work Experience: Four years with various positions in the financial services industry and one year as a real estate salesperson

Appraisal Assignments:

Multi-family; neighborhood and community retail, office; industrial; mixed-use; residential properties; special purpose properties including marinas, mobile home parks; biotech facilities; self-storage; restaurants; student housing; residential subdivisions; railroad corridors; conservation easements; vacant industrial, commercial and residential land.

Geographic experience in New Hampshire, Massachusetts and Vermont.

Appraisal Courses (Non-Exhaustive):

Basic Appraisal Principles
Basic Appraisal Procedures
15-Hour National Uniform Standards of Professional Appraisal Practice
Business Practices and Ethics
Real Estate Finance Statistics and Valuation Modeling
General Appraiser Market Analysis and Highest and Best Use
General Appraiser Income Approach (Part I)
General Appraiser Income Approach (Part II)
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation and Cost Approach
General Appraiser Report Writing and Case Studies
Advanced Sales Comparison and Cost Approaches
Advanced Income Capitalization
Advanced Concepts and Case Studies
Residential Report Writing and Case Studies
Advanced Market Analysis and Highest & Best Use
Uniform Appraisal Standards for Federal Land Acquisitions
Quantitative Analysis

State of New Hampshire



Real Estate Appraisers Board

Authorized as
Certified General Appraiser

Issued To
SEAN P BRENNAN

License Number: NHCG-920

Active

Issue Date: 08/29/2013

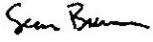
Expiration Date: 05/31/2025

Brennan Appraisal

11 Oldham Road
Raymond, NH 03077
603-722-4027

June 28, 2024

I have not been suspended or disbarred in any capacity, personal or professional, within the past three years.


Sean Brennan
Owner/Appraiser

Brennan Appraisal

11 Oldham Road
Raymond, NH 03077
603-722-4027

Table of Hourly Rates for Special Services – 6/28/2024

All Miscellaneous Services.....\$175 per hour

Sean Brennan
Sean Brennan
Owner/Appraiser

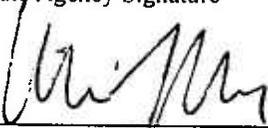
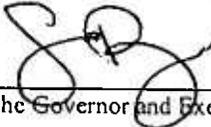
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DRIVE CONCORD, NH 03301	
1.3 Contractor Name CBRE, Inc. (Vendor #227927)		1.4 Contractor Address 33 Arch Street, 28th Floor Boston, MA 02110	
1.5 Contractor Phone Number 617-912-6904	1.6 Account Unit and Class 015-096-3054-046-0464 and 017-096-7507-046-0464	1.7 Completion Date 6/30/2029	1.8 Price Limitation \$1,500,000.00* *Aggregate allowed to be billed by all participating appraisal firms
1.9 Contracting Officer for State Agency William Oldenburg		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 6/26/2024		1.12 Name and Title of Contractor Signatory Corey Gustafson, MAI Managing Director	
1.13 State Agency Signature  Date: 7/15/24		1.14 Name and Title of State Agency Signatory William Oldenburg, Director Division of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/13/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred on Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

AMEND TO READ:

- 12. Notwithstanding the provisions of paragraph 12. of the P37 the Contractor may hire a subcontractor to perform services under this contract with the prior written consent of the state including persons who have contractual agreements with the State.
- 14.1.1 Commercial or comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per claim and \$1,000,000 per aggregate; and
- 14.1.2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$100,000 combined single limit; and
- 14.1.3 Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 per aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000; and
- 14.1.4 Workers' compensation and employer's liability insurance, if required by law.

This section intentionally left blank.

EXHIBIT B

SCOPE OF SERVICES

THE EXACT SERVICES REQUIRED BY THE CONTRACTOR (APPRAISER) ARE:

- 2.1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and following "The New Hampshire Department of Transportation Right-of-Way Manual, Appraisal Standards and Reports Section" on file with the Department of Transportation, ("NHDOT") and any amendments thereto, and made a part hereof. All appraisals shall meet the requirements of the New Hampshire Appraisal Board, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation. All appraisals will be submitted in both written and PDF format. The appraiser agrees to respond to any written review of their appraisal by the State's reviewer within 10 working days of receipt. The response will consist of a letter addressing each question asked by the State's reviewer, any corrected pages of the appraisal with the changes highlighted, plus the revised written appraisal.
- 2.2. The measure of damage to the condemnee is to be estimated using all applicable approaches to value necessary to support the final estimate of the appraiser per RSA 498-A and the approaches as outlined in the "Appraisal Standards and Reports", above referenced. The use of or the omission of any approach shall be justified as part of the Appraisal Report by the Appraiser. The Appraiser further covenants and agrees that the measure of damage to the condemnee is to be determined by appraising the "Market Value" of the property and/or property interest(s) taken including improvements, if any, before the taking; and the "Market Value" of the remaining property, including improvements and/or property interest(s), if any, after the taking, in light of any environmental contamination, liens, leases, easements, or other encumbrances affecting the market value of the property in the before and after scenarios. The difference, if any, between the two values represents the measure of damages.
- 2.3. The Appraiser will, if required by the NHDOT, appear before any board or court to justify, testify, and defend their appraisal.
- 2.4. The Appraiser will refer to the NHDOT Contracting Officer or assignees of the NHDOT Contracting Officer for all matters or questions of fact relative to or connected with the appraisal which give rise to a dispute, dilemma, or ambiguity and which are not spelled out, described and determined by this contract or the standard practices of the profession; and the NHDOT Contracting Officer or assignee shall resolve the question or dispute by written instruction to the Appraiser.
- 2.5. The report(s) shall not include damages for items generally non-compensable under established State law. Requirements relative to consideration of benefits as outlined in the "Handbook For Highway Land Damage Commissions" revised February 18, 1964, prepared by the Office of the Attorney General, shall be followed. A copy is available for inspection at NHDOT ROW Section.

2.6. The Appraiser will neither perform any appraisal service nor assist in the same, for the owner of any land or interest therein which has been in any way affected pecuniarily by this project, without prior approval of the NHDOT. This prohibition shall remain in effect until the final disposition of all claims arising from the project.

2.7. Appraisal assignment, title, and date signed by, are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

2.8. NHDOT fee appraiser selection procedures are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

This section intentionally left blank.

EXHIBIT C

METHOD AND AMOUNT OF PAYMENT:

5.1.1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee under the terms of the appraisal assignment. The Appraiser agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the preparation of the appraisal under this Contract and the attachments hereto. Payment is to be made by the State on the following basis for all contracts:

(a) Fifty (50%) percent of the quoted fee for each appraisal report upon the delivery of an acceptable appraisal and submission of a bill for the total amount. At the NHDOT discretion, unacceptable appraisal reports may be returned, and no individual payment is made until the appraisal report is re-submitted in an acceptable form.

(b) Fifty (50%) percent of the total following review and acceptance by the State Reviewer and concurrence in the acceptance of an adequately documented appraisal report by the U. S. Department of Transportation, or within sixty (60) days after completion of State Review, whichever is sooner.

(c) For each late appraisal report, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the agreed upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses that are late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the calculated appraisal review response completion date. This date, to be determined by the Chief Right-of-Way Appraiser and identified in each appraisal review sent to the Appraiser, is established under the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

5.1.2. The NHDOT agrees to pay the Appraiser for all expenses incurred for each day or part of a day (*) that the Appraiser spends at a hearing, pre-trial conference, trial, or drafting appraisal update called for by the Attorney General's Office. For any appraisal update that is not completed and submitted within sixty (60) days of when it is requested by the Attorney General's Office, the Appraiser shall be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday the update is late.

The NHDOT and the Appraiser mutually agree that in case there may be major changes in the scope or character of the work to be performed under this contract, such changes shall be made in the individual amounts as stated under the "Schedule of Appraisals" by negotiated increases or decreases in said amounts. Or if work is added, such additional amounts as may be required shall be determined by negotiation and payment made at the agreed upon amounts.

(*) day or part of day shall include the duration of a hearing, pre-trial conference, or trial day.

This section intentionally left blank.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CBRE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 02, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 1308

Certificate Number: 0006669888



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

**ASSISTANT SECRETARY'S CERTIFICATE
AND
INCUMBENCY CERTIFICATE
OF
CBRE, INC.**

June 25, 2024

The undersigned hereby certifies, in her capacity as an Assistant Secretary and not in her individual capacity of CBRE, Inc., a Delaware corporation (the "Company") that:

1. Attached hereto as Exhibit A is a true and complete copy of the resolutions adopted by the board of directors of the Company on May 8, 2019 (the "MD and Designee Resolutions"), which resolutions have not been modified, rescinded or amended since their adoption and execution and remain in full force and effect on the date hereof.

2. Corey Gustafson is a Managing Director, Valuation & Advisory Services of the Company and presently holds such title. In such capacity, Mr. Gustafson is authorized to sign on behalf of the Company all agreements to which the Company is or will be a party (such as commission, listing, representation, services, management or co-brokerage agreements) and all transactional documents drafted, prepared, revised or signed by a real estate licensee for which a real estate license is required, as permitted or required by the laws, rules and regulations of the jurisdiction in which the office is located, subject to receipt of any prior approvals required under the internal policies of the Company.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first written above.

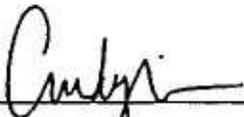
By: 
Name: Cindy Fee
Title: Assistant Secretary

Exhibit A

Managing Director and Designee authority resolutions
adopted on May 8, 2019

(attached)

**UNANIMOUS WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
CBRE, INC.**

May 8, 2019

The undersigned, being all of the members of the Board of Directors (the "Board") of CBRE, Inc., a Delaware corporation (the "Company"), acting without a meeting pursuant to Section 141(f) of the Delaware General Corporation Law and in accordance with the Company's by-laws, hereby take the following actions as of the date set forth above:

RESOLVED, that all Managing Directors and their designees are hereby authorized to execute all agreements to which the Company is or will be a party (such as commission, listing, representation, services, management or co-brokerage agreements) and all transactional documents drafted, prepared, revised or signed by a real estate licensee for any transaction for which a real estate license is required, as permitted or required by the laws, rules and regulations of the jurisdiction in which the office is located, subject to receipt of any prior approvals required under the internal policies of the Company.

IN WITNESS WHEREOF, the undersigned have signed this consent as of the date first set forth above.

DocuSigned by:
Dara Bazzano
812725D88AE5425...

Dara A. Bazzano

Pasha Zargarof

Pasha Zargarof



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Connecticut Office 800 Connecticut Ave Norwalk CT 06854 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED CBRE Group, Inc. and Subsidiaries 2100 McKinney Avenue Suite 1250 Dallas TX 75201 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: ACE Property & Casualty Insurance Co.		20699
	INSURER C: Navigators Insurance Co		42307
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 570106869328 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSH LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL0838419922	03/01/2024	03/01/2025	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> ONLY			BAP 8384200 22	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			XEUG27952501009	03/01/2024	03/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC838419525 All Other States WC914173618 Wisconsin	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Vendor No. 227927. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER CANCELLATION

New Hampshire Department of Transportation 7 Hazen Drive Concord NH 03301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
---	---

Holder Identifier :

Certificate No : 570106869328



VALUATION & ADVISORY SERVICES / NEW ENGLAND

Corey Gustafson MAI, CRE

Managing Director, New England Market Leader
 33 Arch Street, 28th Floor, Boston, MA 02110
 T +1 617 912 6904
 E corey.gustafson@cbre.com

State Certifications

- Connecticut
- Delaware
- District of Columbia
- Connecticut
- Maine
- Massachusetts
- Maryland
- New Hampshire
- New Jersey
- New York
- Pennsylvania
- Rhode Island
- Vermont
- Virginia
- West Virginia

Pro Affiliations / Accreditations

- Member of the Appraisal Institute (MAI)
- Counsellors of Real Estate (CRE)

Education

- Embry Riddle Aeronautical University, Bachelor of Science in Aeronautical Science

Professional Experience

Corey Gustafson serves as Managing Director and New England Market Leader of CBRE Valuation and Advisory Services. While based in Boston, MA, he oversees the six-state New England Region, including Massachusetts, Rhode Island, Connecticut, Maine, New Hampshire and Vermont. As an experienced valuation professional, Mr. Gustafson's expertise spans leadership, management, professional development, strategic decision-making, and recruitment. His comprehensive understanding of all types of real estate valuation services, including appraisals, feasibility studies, real estate portfolios, financial reporting, estate planning, litigation support, property tax consulting, and sale-leasebacks, instills confidence in his ability to deliver successful outcomes.

Before joining CBRE, Gustafson served as the Northeast Regional Managing Director for Apprise by Walker & Dunlop, with responsibilities in over 14 states. In this capacity, he was responsible for leadership, management, recruitment, business development and product development. Before his tenure with Walker & Dunlop, he was a managing director for Colliers International, where he oversaw the firm's operations in the New England Region. During this time, he was responsible for significantly increasing the production of the office during his tenure, demonstrating his ability to deliver results. In addition, Mr. Gustafson's exceptional performance was recognized with the Everest Award at the company two years in a row (2018 and 2019), further highlighting his successful track record.

Appraisal Experience

Mr. Gustafson is experienced in estimating values relating to temporary easements, aviation easements, determining appropriate land rental rates, valuation of utility corridors, right-of-way and other corridor valuations and appraisal review services. He is an approved appraiser with the Departments of Transportation in Massachusetts, Maine, New Hampshire, Vermont, Connecticut, and Rhode Island.

Significant valuation assignments have included working as the lead appraisal firm on the O'Hare Modernization Project in Chicago, IL. This included the valuation of full takings, partial takings, damage estimates, and temporary construction easements for hundreds of properties for the purposes of an expansion of the O'Hare International Airport and construction of the Western O'Hare Bypass Highway. Additional assignments concerning significant eminent domain action include the WooSox Baseball Park development and the Merritt 7 railroad station

development. Having completed additional appraisal, review and consulting assignments for right-of-way authorities, airport authorities, municipalities and law firms, Mr. Gustafson has a long history of valuation assignments related to condemnation, consultation, taxation protest and litigation support.

Appraisal experience includes all major commercial property types, vacant land and residential buildings of varying complexity. Properties have ranged from single-family homes to multibuilding offices, entertainment parks, downtown towers, and ground-up construction. Mr. Gustafson heads up the premier group of valuation professionals in the region out of the Boston, Hartford and Portland offices and is responsible for management, business development, strategic leadership, training, appraisal review and appraisal production.

Appraisal Education

- Successfully completed all courses and experience requirements to qualify for the MAI designation. Mr. Gustafson was awarded the designation in 2011, and has completed the requirements under the continuing education program of the Appraisal Institute.
- *Business Practices and Ethics*, as offered by the Appraisal Institute
- *Certification of Completion for the Valuation of Conservation Easements* program, November 2, 2010, as offered by the American Society of Appraisers, the American Society of Farm Managers and Rural Appraisers and the Appraisal Institute and endorsed by the Land Trust Alliance.
- *Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets*, as offered by the Appraisal Institute.
- *Uniform Standards of Federal Land Acquisitions: Practical Applications*, as offered by the Appraisal Institute.
- *Residential and Commercial Valuation of Solar*, as offered by the Appraisal Institute
- *Eminent Domain and Condemnation Appraisal Practice in Massachusetts*, as offered by the Appraisal Institute

Prior Employment Experience

Mr. Gustafson has previously served as a Valuation Services Director at the Colliers International Chicago Valuation office and a Director at Integra Realty Resources, Chicago, IL, and has been actively involved in the commercial real estate appraisal field since 2002.

Professional Affiliations and Accreditations

- Member of the International Right-of-Way (IRWA)
- Appraisal Institute, MAI Designation
- Counselors of Real Estate, CRE Designation
- Massachusetts-Rhode Island Chapter of the Appraisal Institute, Board of Directors (2024)
- Expert Witness
 - State of Rhode Island Superior Court November 2020
 - Bristol County Superior Court, August 2022

Representative Clients and Projects

CLIENT/PROJECT	DESCRIPTION
USACE / Mineral Rights	Developed an opinion of the As-Is Market Value of subsurface interests in the Oil and Gas Mineral Rights which can be used to estimate just compensation for the Benefit of the USACE.
NHDOT	Exit 4A Project - establishing a full highway interchange and new associated roadways requiring full and partial takings on approximately 150 parcels.
City of Worcester / Polar Park	Completed valuations of all full and partial takings associated with the development of the WooSox baseball stadium as well as a valuation of the completed baseball stadium
GSA - Charles Town Navy Yard	Targeted Asset Review program concerning the Charlestown Navy Yard and 15 State Street, concerning a multiyear consulting assignment dealing with the potential repositioning of the assets.
Connecticut DOT - Merritt 7 Railroad Station	A before/after valuation with a larger parcel determination and estimates of damages, parts taken, and special benefits
MBTA - Brookline Hills MBTA	A valuation of air rights takings and establishment of permanent easements for the purposes of expanding the Brookline High School of MBTA railroad tracks and reconfiguration of parking areas
Rhode Island DOT - Pawtucket Commuter Station	Developed a fair market value opinion of a parcel of land for possible eminent domain action for constructing the Pawtucket/Central Falls Commuter Rail Station Project
Town of Winchester	Appraisal Review Services for Tr-Community Bikeway Project Easements for the purpose of designing a 7-mile bike path connecting neighboring towns of Winchester, Woburn and Stoneham
Clarendon & Pittsfield Railroad	A 23-mile rail right-of-way from Whitehall Village NY to Rutland VT (Rail Corridor)
The Riverside Reload Center, Rockingham, VT	Rail Corridor and improvements
Chicago Metropolitan Water Reclamation District	Valuation for Acquisition Purposes, Melrose Park, IL
Commonwealth Edison Utility	Utility Corridor Valuation and Easement Valuation of impressment purposes within the Illinois Tollway right-of-way
Southwest Reliability Project	Appraisal Consulting Assignment (Utility Corridor) for the Illinois Tollway
Chicago Executive Airport	Appraisal Review Services for the benefit of Chicago Executive Airport
OMP and Western O'Hare By-Pass Project	Corridor Segments CO1, CO2, CO3, CO4, CO5, and W04 (204 parcels) for full and partial acquisition and impressment of temporary easements
HNTB	Partial taking and damage estimates are for the benefit of the Illinois Department of Transportation in constructing a drainage culvert for a package of parcels.
Melrose Park, IL	Partial taking damage estimates for the benefit of the Illinois Department of Transportation for road widening for a package of parcels
Lansing Municipal Airport, IL	Valuation for impressment of aviation easements for a package of parcels

Achievements

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Awards

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- Eaque ipsa quae ab illo inventore veritatis et quasi

State of New Hampshire



Real Estate Appraisers Board

Authorized as
Certified General Appraiser

Issued To

COREY GUSTAFSON

License Number: NHCG-892
Active

Issue Date: 06/23/2015

Expiration Date: 10/31/2024

SUSPENSION OR DEBARMENT

Corey Gustafson, MAI has had no suspensions or debarment in the past three years.

HOURLY RATES

Fee Proposal by Team Member Role: Appraisal Services

MD / Director / Principal Appraiser	\$250/hr.
MAI Appraiser	\$250/hr.
Appraiser	\$200/hr.
Senior Valuation Associate	\$150/hr.
Valuation Associate	\$100/hr.
Administrative Support	\$ 80/hr.

Condemnation, Litigation, and Testimony:

MD / Director / Principal Appraiser	\$275/hr.
MAI Appraiser	\$275/hr.
Appraiser	\$200/hr.
Senior Valuation Associate	\$175/hr.
Valuation Associate	\$125/hr.
Administrative Support	\$ 80/hr.

NOTE: The rates provided above exclude expert witness services e.g., court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities. CBRE typically bids appraisal and appraisal review assignments on a fixed fee, lump sum basis.

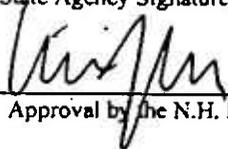
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DRIVE CONCORD, NH 03301	
1.3 Contractor Name Colliers International Valuation & Advisory Services, LLC (Vendor #477796)		1.4 Contractor Address 100 Federal Street 33rd Floor Boston, MA 02110	
1.5 Contractor Phone Number 413-218-9480	1.6 Account Unit and Class 015-096-3054-046-0464 and 017-096-7507-046-0464	1.7 Completion Date 6/30/2029	1.8 Price Limitation \$1,500,000* *Aggregate allowed to be billed by all participating appraisal firms
1.9 Contracting Officer for State Agency William Oldenburg		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 6/28/2024		1.12 Name and Title of Contractor Signatory Chris Stickney, MAI Colliers International Valuation & Advisory Services, LLC	
1.13 State Agency Signature  Date: 7/11/24		1.14 Name and Title of State Agency Signatory William Oldenburg, Director Division of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/10/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 6/28/24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

AMEND TO READ:

- 12. Notwithstanding the provisions of paragraph 12. of the P37 the Contractor may hire a subcontractor to perform services under this contract with the prior written consent of the state including persons who have contractual agreements with the State.
- 14.1.1 Commercial or comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per claim and \$1,000,000 per aggregate; and
- 14.1.2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$100,000 combined single limit; and
- 14.1.3 Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 per aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000; and
- 14.1.4 Workers' compensation and employer's liability insurance, if required by law.

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EXHIBIT B

SCOPE OF SERVICES

THE EXACT SERVICES REQUIRED BY THE CONTRACTOR (APPRAISER) ARE:

- 2.1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and following "The New Hampshire Department of Transportation Right-of-Way Manual, Appraisal Standards and Reports Section" on file with the Department of Transportation, ("NHDOT") and any amendments thereto, and made a part hereof. All appraisals shall meet the requirements of the New Hampshire Appraisal Board, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation. All appraisals will be submitted in both written and PDF format. The appraiser agrees to respond to any written review of their appraisal by the State's reviewer within 10 working days of receipt. The response will consist of a letter addressing each question asked by the State's reviewer, any corrected pages of the appraisal with the changes highlighted, plus the revised written appraisal.
- 2.2. The measure of damage to the condemnee is to be estimated using all applicable approaches to value necessary to support the final estimate of the appraiser per RSA 498-A and the approaches as outlined in the "Appraisal Standards and Reports", above referenced. The use of or the omission of any approach shall be justified as part of the Appraisal Report by the Appraiser. The Appraiser further covenants and agrees that the measure of damage to the condemnee is to be determined by appraising the "Market Value" of the property and/or property interest(s) taken including improvements, if any, before the taking; and the "Market Value" of the remaining property, including improvements and/or property interest(s), if any, after the taking, in light of any environmental contamination, liens, leases, easements, or other encumbrances affecting the market value of the property in the before and after scenarios. The difference, if any, between the two values represents the measure of damages.
- 2.3. The Appraiser will, if required by the NHDOT, appear before any board or court to justify, testify, and defend their appraisal.
- 2.4. The Appraiser will refer to the NHDOT Contracting Officer or assignees of the NHDOT Contracting Officer for all matters or questions of fact relative to or connected with the appraisal which give rise to a dispute, dilemma, or ambiguity and which are not spelled out, described and determined by this contract or the standard practices of the profession; and the NHDOT Contracting Officer or assignee shall resolve the question or dispute by written instruction to the Appraiser.
- 2.5. The report(s) shall not include damages for items generally non-compensable under established State law. Requirements relative to consideration of benefits as outlined in the "Handbook For Highway Land Damage Commissions" revised February 18, 1964, prepared by the Office of the Attorney General, shall be followed. A copy is available for inspection at NHDOT ROW Section.

2.6. The Appraiser will neither perform any appraisal service nor assist in the same, for the owner of any land or interest therein which has been in any way affected pecuniarily by this project, without prior approval of the NHDOT. This prohibition shall remain in effect until the final disposition of all claims arising from the project.

2.7. Appraisal assignment, title, and date signed by, are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

2.8. NHDOT fee appraiser selection procedures are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

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EXHIBIT C

METHOD AND AMOUNT OF PAYMENT:

5.1.1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee under the terms of the appraisal assignment. The Appraiser agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the preparation of the appraisal under this Contract and the attachments hereto. Payment is to be made by the State on the following basis for all contracts:

(a) Fifty (50%) percent of the quoted fee for each appraisal report upon the delivery of an acceptable appraisal and submission of a bill for the total amount. At the NHDOT discretion, unacceptable appraisal reports may be returned, and no individual payment is made until the appraisal report is re-submitted in an acceptable form.

(b) Fifty (50%) percent of the total following review and acceptance by the State Reviewer and concurrence in the acceptance of an adequately documented appraisal report by the U. S. Department of Transportation, or within sixty (60) days after completion of State Review, whichever is sooner.

(c) For each late appraisal report, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the agreed upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses that are late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the calculated appraisal review response completion date. This date, to be determined by the Chief Right-of-Way Appraiser and identified in each appraisal review sent to the Appraiser, is established under the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

5.1.2. The NHDOT agrees to pay the Appraiser for all expenses incurred for each day or part of a day (*) that the Appraiser spends at a hearing, pre-trial conference, trial, or drafting appraisal update called for by the Attorney General's Office. For any appraisal update that is not completed and submitted within sixty (60) days of when it is requested by the Attorney General's Office, the Appraiser shall be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday the update is late.

The NHDOT and the Appraiser mutually agree that in case there may be major changes in the scope or character of the work to be performed under this contract, such changes shall be made in the individual amounts as stated under the "Schedule of Appraisals" by negotiated increases or decreases in said amounts. Or if work is added, such additional amounts as may be required shall be determined by negotiation and payment made at the agreed upon amounts.

(*) day or part of day shall include the duration of a hearing, pre-trial conference, or trial day.

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 28, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 807872

Certificate Number: 0006670552



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



Certificate of Vote

Colliers International Valuation & Advisory Services, LLC

Effective June 28, 2024, the Secretary of Colliers International Valuation & Advisory Services, LLC, authorize Chris Stickney to submit a bid for the Multi Vendor Appraisal Proposal Statewide Acquisition Program to be performed for the State of New Hampshire, Department of Transportation, Paul F. Coddington - Chief of Administration, Bureau of Right-of-Way.

Blaine Knoll

June 28, 2024

Blaine Knoll, Treasurer

Date

Matthew Hawkins

June 28, 2024

Matthew Hawkins, Secretary

Date

This Coverage Selections Page shows the coverages and discounts for your auto insurance policy issued by Safety Insurance Company. This page, the attached endorsements and the Massachusetts Auto Insurance Policy (2018 Edition) form your policy.

Your Policy #: 9267895

Your Email: CBSTICKNEY@GMAIL.COM

ITEM 2. Policy Effective Dates: SEPTEMBER 30, 2024 - SEPTEMBER 30, 2025
 (12:01 A.M. Eastern Standard Time)
 D AMENDED 09/30/2024

ITEM 1. Policy Issued to:
 CHRISTOPHER STICKNEY
 ADRIENNE STICKNEY
 18 HIGH ST
 FRANKLIN MA 02038

Your Agent: Agent Code 31521
 BERRY INS
 31 HAYWARD STREET SUITE J
 FRANKLIN MA 02038

(508)528-5200

ITEM 3. The following auto(s) are covered by this insurance policy:

Auto 1: 2017 CHEVR OLET SIL EXT CAB 1GCVKSEC3HZ137567

Symbol 37 Class 53

Auto 2: 2016 GMC ACADIA S SPT UTIL 1GKKVPKD1GJ111507

Symbol 25 Class 53

Policy Level Discounts (These discounts apply to your entire policy)						
Account Credit	Other Carrier Account Credit	Group Discount	Renewal Credit	E-Customer Discount	Agency Loyalty Credit	Paid in Full Discount
10%	NO	NO	01%	07%	10%	03%

Auto Level Coverages and Discounts (These discounts apply to all or a portion of the premium for a specific auto)										
	Safety Shield Coverage	Loan Lease/Gap Coverage	Good Student Discount	Away at School Discount	Telematics Discount	Anti Theft Discount	Annual Mileage Discount	Multi Car Discount	Age 65 or older Discount	
Auto 1:	YES	NO	NO	NO	NO	15%	NO	10%	NO	
Auto 2:	YES	NO	NO	NO	NO	15%	NO	10%	NO	

ITEM 4. This policy provides only the coverages for which a premium charge is shown.

Coverages (Parts 1-12)	Auto 1 Limits	Premium	Adjusted Premium	Auto 2 Limits	Premium	Adjusted Premium
1. Bodily Injury to Others	\$20,000 Per Person \$40,000 Per Accident	\$ 80		\$20,000 Per Person \$40,000 Per Accident	\$ 81	
2. Personal Injury Protection	\$8,000 Per Person <input checked="" type="checkbox"/> No Deductible _ Deductible for You _ Deductible for You and household members	\$ 27		\$8,000 Per Person <input checked="" type="checkbox"/> No Deductible _ Deductible for You _ Deductible for You and household members	\$ 27	
3. Bodily Injury Caused by an Uninsured Auto	\$100,000 Per Person \$300,000 Per Accident	\$ 10		\$100,000 Per Person \$300,000 Per Accident	\$ 10	
4. Damage to Someone Else's Property	\$250,000 Per Accident	\$ 226		\$250,000 Per Accident	\$ 228	
5. Optional Bodily Injury to Others	\$250,000 Per Person \$500,000 Per Accident	\$ 92		\$250,000 Per Person \$500,000 Per Accident	\$ 93	
6. Medical Payments	\$ Per Person	\$		\$ Per Person	\$	
7. Collision *Includes Waiver of Deductible	\$1000* Deductible Actual Cash Value	\$ 321		\$ Deductible Actual Cash Value	\$	-227
8. Limited Collision	\$ Deductible Actual Cash Value	\$		\$ Deductible Actual Cash Value	\$	
9. Comprehensive	\$300 Deductible Actual Cash Value	\$ 151		\$300 Deductible Actual Cash Value	\$ 131	
10. Substitute Transportation	Up to \$30 a day to a maximum of \$900	\$ 38		Up to \$30 a day to a maximum of \$900	\$ 38	
11. Towing and Labor	Up to \$ for each disablement	\$		Up to \$ for each disablement	\$	
12. Bodily Injury Caused by an Underinsured Auto	\$100,000 Per Person \$300,000 Per Accident	\$ 18		\$100,000 Per Person \$300,000 Per Accident	\$ 19	
	Premium Subtotal	\$		Premium Subtotal	\$	
Merit Rating Plan Adjustment	99	\$ -166		99	\$ -91	54
	Total Premium for this Auto	\$ 797		Total Premium for this Auto	\$ 536	-173
Total Premium for this Policy:					\$ -173.00	

Operator Name	Date of Birth	License Number and State	Date First Licensed				Principal or Occasional Operator or Excluded			
			Auto	Motorcycle	Driver Training (Y/N)	Deferred Operator	Auto 001	Auto 002		
CHRISTOPHER STICKNEY	05/18/1981	XXXXX3674 MA	12/01/1997		Y	N	P	O		
ADRIENNE STICKNEY	01/07/1985	XXXXX5080 MA	09/30/2002		Y	N	O	P		

Attached Endorsements:		
SAT003	0108	Advanced Driver Training
M0099S	1216	MA Mandatory Endorsement
MPY0016	0408	Waiver of Deductible
SSA002	0918	Safety Shield Plus

ITEM 5: Garaging:	
Auto001	: FRANKLIN
Auto002	: FRANKLIN

ITEM 6: Lienholder - Additional Insured Information:	
Auto	:
Auto	:

Remarks:
DRIVER CHANGE
PAID IN FULL DISCOUNT-03%
SSA 002 09 18 SAFETY SHIELD PLUS VEH 001 002
EARLY ISSUANCE DISCOUNT - 10%
TO RECEIVE A COPY OF YOUR SDIP STATEMENT OR POLICY JACKET, PLEASE CONTACT SAFETY DIRECTLY AT 617-951-0600 EXT 6429 OR YOU CAN VIEW/PRINT THESE DOCUMENTS BY LOGGING INTO "MY ACCOUNT" AT WWW.SAFETYINSURANCE.COM.

Check carefully to ensure that the information listed on your Coverage Selection Page is correct.

- Are all operators listed? Failure to list a household member or any individual who customarily operates your auto may have very serious consequences.
- Are all your autos listed?
- Is the garaging correct?
- Are you receiving all the discounts you are entitled to?
- Is your mailing address correct?

NOTICE: It is important for you to notify us of any changes that have occurred prior to the renewal of this policy and at any time during the policy period.

Please review this Coverage Selections Page and the Massachusetts Auto Insurance Policy (2018 Edition) carefully to ensure that you understand the coverages and limits contained in this policy. It is a crime to knowingly provide false or fraudulent information for the purpose of defrauding an insurance company. If you or someone else on your behalf has knowingly given us false, deceptive, misleading or incomplete information and if such false, deceptive, misleading or incomplete information increases our risk of loss, we may refuse to pay claims under any of the Optional Insurance (Parts 5 thru 12) and we may cancel your policy.

MERIT RATING PLAN

The Merit Rating Board may verify the accuracy of the previous driving records of all listed operators. The Merit Rating Plan adjustment shown on the Coverage Selection Page for each auto is based on the driving records of the operators listed on your policy.

Thank you for insuring your auto with Safety Insurance.



Chris Stickney, MAI



Managing Director | Boston
Hospitality Practice Group Leader
Valuation & Advisory Services

chris.stickney@colliers.com
Direct: +1 617 330 8171
Mobile: +1 774 245 7565
colliers.com

100 Federal Street
13th Floor
Boston, MA 02110
United States

Area of Expertise

Chris Stickney serves as the Managing Director of Colliers' Boston Office which provides valuation and advisory services throughout New England. He also serves as the National Practice Leader of the Company's Hospitality Valuation Group. Prior to joining Colliers in 2016, he worked for the Boston office of Joseph J. Blake & Associates, and Petersen LaChance Regan Pino, LLC where he began his career as an appraiser in 2013.

Affiliations or Memberships

Designated Member - Appraisal Institute
Board of Directors and Treasurer -
Massachusetts, Rhode Island, and Maine
Chapter of the Appraisal Institute

Professional Background

Mr. Stickney's appraisal experience includes properties of all types and varying levels of complexity from single-tenant buildings to multi-billion dollar mixed-use assets. He is experienced in the valuation of core property types including multifamily, retail, office, and industrial uses. His experience also includes specialized assets: hotels, life science, college / university campuses, schools, ski resorts, marinas, golf courses, large tract developments, and portfolio valuations.

Mr. Stickney has completed appraisal assignments throughout all of New England, Delaware, New Jersey, New York, Pennsylvania, Virginia, California, and Washington D.C.

Education or Qualifications

University of Phoenix
Master of Business
Administration
Springfield College
Bachelor of Science

State Certifications

Connecticut	New York
Maine	Pennsylvania
Maryland	Rhode Island
Massachusetts	Vermont
New Hampshire	Virginia
New Jersey	Washington DC

State of New Hampshire



Real Estate Appraisers Board

Authorized as
Certified General Appraiser

Issued To
CHRISTOPHER B STICKNEY

License Number: NHCG-931
Active

Issue Date: 02/03/2017
Expiration Date: 05/31/2024



Scott Samolewicz



Valuation Specialist
Valuation & Advisory Services

scott.samolewicz@colliers.com

Direct: +1 617 330 8000

Mobile: +1 413 218 9480

colliers.com

100 Federal Street
13th Floor
Boston, MA 02110
United States

Area of Expertise

Scott Samolewicz serves as a Valuation Specialist for Colliers Valuation & Advisory Services in the Boston Office, providing valuation & advisory services throughout the New England region. He holds a Certified General License. His appraisal experience includes properties of all types and complexities ranging from Industrial, Office, Retail, Land, Multi-Use Flex Properties, Restaurant, Multifamily, Residential, and more.

Professional Background

Prior to joining Colliers in 2023, he spent five years working for Pioneer Valley Appraisal, where he began his career as an appraiser in 2018.

Appraisal Courses

- Basic Appraisal Principles
- Basic Appraisal Procedures
- General Appraiser Income Approach I
- General Appraiser Income Approach II
- General Appraiser Market Analysis and Highest and Best Use
- General Appraiser Sales Comparison Approach
- General Appraiser Site Valuation and Cost Approach
- General Appraiser Report Writing and Case Studies
- National Uniform Standards of Professional Appraisal Practice
- Real Estate Finance, Statistics, and Valuation Modeling.

Education or Qualifications

Springfield College
Bachelor of Science

State Certifications

Connecticut
Massachusetts
New Hampshire
Rhode Island
Vermont



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND
CERTIFICATION

Real Estate Appraisers Board

Pursuant to RSA 310-B, I hereby certify that

Scott Samolawicz

is licensed to practice as a(n)

Certified General Appraiser

LICENSE NO. NHCO-1137
EXPIRATION DATE: 03/18/2026

Colliers Single-Hourly Rate Sheet

Professional's Job Title	Hourly Rate
Executive Managing Director	\$500/Hour
Managing Director / Associate MD	\$425/Hour
Senior Valuation Services Director	\$350/Hour
Valuation Services Director	\$300/Hour
Senior Valuation Specialist / Valuation Specialist	\$250/Hour
Valuation Associate	\$150/Hour
Valuation Analyst	\$150/Hour

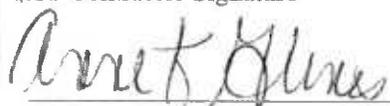
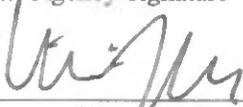
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address 7 Hazen Drive Concord, NH 03301	
1.3 Contractor Name LAP Appraisals, LLC		1.4 Contractor Address 819 New Hampton Road Sanbornton, NH 0329	
1.5 Contractor Phone Number 603-286-7931	1.6 Account Unit and Class 15-96-30540000- 500464-5013	1.7 Completion Date 6/30/2029	1.8 Price Limitation \$1,500,000.00* (aggregate for all firms)
1.9 Contracting Officer for State Agency William Oldenburg		1.10 State Agency Telephone Number 603-271-3222	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Anne Glines Appraiser	
1.13 State Agency Signature 		1.14 Name and Title of State Agency Signatory William Oldenburg Director of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/7/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials: 
 Date: 6/19/2024

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable; this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services; and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

CKH
Date 11/19/2021

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials *AKH*
Date *6/19/2024*

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

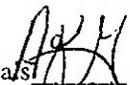
Contractor Initials: 
Date: 2/17/2024

EXHIBIT A

SPECIAL PROVISIONS

AMEND TO READ:

- 12. Notwithstanding the provisions of paragraph 12. of the P37 the Contractor may hire a subcontractor to perform services under this contract with the prior written consent of the state including persons who have contractual agreements with the State.
- 14.1.1 Commercial or comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per claim and \$1,000,000 per aggregate; and
- 14.1.2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$100,000 combined single limit; and
- 14.1.3 Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 per aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000; and
- 14.1.4 Workers' compensation and employer's liability insurance, if required by law.

This section intentionally left blank.

EXHIBIT B

SCOPE OF SERVICES

THE EXACT SERVICES REQUIRED BY THE CONTRACTOR (APPRAISER) ARE:

- 2.1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and following "The New Hampshire Department of Transportation Right-of-Way Manual, Appraisal Standards and Reports Section" on file with the Department of Transportation, ("NHDOT") and any amendments thereto, and made a part hereof. All appraisals shall meet the requirements of the New Hampshire Appraisal Board, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation. All appraisals will be submitted in both written and PDF format. The appraiser agrees to respond to any written review of their appraisal by the State's reviewer within 10 working days of receipt. The response will consist of a letter addressing each question asked by the State's reviewer, any corrected pages of the appraisal with the changes highlighted, plus the revised written appraisal.
- 2.2. The measure of damage to the condemnee is to be estimated using all applicable approaches to value necessary to support the final estimate of the appraiser per RSA 498-A and the approaches as outlined in the "Appraisal Standards and Reports", above referenced. The use of or the omission of any approach shall be justified as part of the Appraisal Report by the Appraiser. The Appraiser further covenants and agrees that the measure of damage to the condemnee is to be determined by appraising the "Market Value" of the property and/or property interest(s) taken including improvements, if any, before the taking; and the "Market Value" of the remaining property, including improvements and/or property interest(s), if any, after the taking, in light of any environmental contamination, liens, leases, easements, or other encumbrances affecting the market value of the property in the before and after scenarios. The difference, if any, between the two values represents the measure of damages.
- 2.3. The Appraiser will, if required by the NHDOT, appear before any board or court to justify, testify, and defend their appraisal.
- 2.4. The Appraiser will refer to the NHDOT Contracting Officer or assignees of the NHDOT Contracting Officer for all matters or questions of fact relative to or connected with the appraisal which give rise to a dispute, dilemma, or ambiguity and which are not spelled out, described and determined by this contract or the standard practices of the profession; and the NHDOT Contracting Officer or assignee shall resolve the question or dispute by written instruction to the Appraiser.
- 2.5. The report(s) shall not include damages for items generally non-compensable under established State law. Requirements relative to consideration of benefits as outlined in the "Handbook For Highway Land Damage Commissions" revised February 18, 1964, prepared by the Office of the Attorney General, shall be followed. A copy is available for inspection at NHDOT ROW Section.

- 2.6. The Appraiser will neither perform any appraisal service nor assist in the same, for the owner of any land or interest therein which has been in any way affected pecuniarily by this project, without prior approval of the NHDOT. This prohibition shall remain in effect until the final disposition of all claims arising from the project.
- 2.7. Appraisal assignment, title, and date signed by, are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.
- 2.8. NHDOT fee appraiser selection procedures are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

This section intentionally left blank.

EXHIBIT C

METHOD AND AMOUNT OF PAYMENT:

5.1.1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee under the terms of the appraisal assignment. The Appraiser agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the preparation of the appraisal under this Contract and the attachments hereto. Payment is to be made by the State on the following basis for all contracts:

(a) Fifty (50%) percent of the quoted fee for each appraisal report upon the delivery of an acceptable appraisal and submission of a bill for the total amount. At the NHDOT discretion, unacceptable appraisal reports may be returned, and no individual payment is made until the appraisal report is re-submitted in an acceptable form.

(b) Fifty (50%) percent of the total following review and acceptance by the State Reviewer and concurrence in the acceptance of an adequately documented appraisal report by the U. S. Department of Transportation, or within sixty (60) days after completion of State Review, whichever is sooner.

(c) For each late appraisal report, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the agreed upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses that are late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the calculated appraisal review response completion date. This date, to be determined by the Chief Right-of-Way Appraiser and identified in each appraisal review sent to the Appraiser, is established under the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

5.1.2. The NHDOT agrees to pay the Appraiser for all expenses incurred for each day or part of a day (*) that the Appraiser spends at a hearing, pre-trial conference, trial, or drafting appraisal update called for by the Attorney General's Office. For any appraisal update that is not completed and submitted within sixty (60) days of when it is requested by the Attorney General's Office, the Appraiser shall be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday the update is late.

The NHDOT and the Appraiser mutually agree that in case there may be major changes in the scope or character of the work to be performed under this contract, such changes shall be made in the individual amounts as stated under the "Schedule of Appraisals" by negotiated increases or decreases in said amounts. Or if work is added, such additional amounts as may be required shall be determined by negotiation and payment made at the agreed upon amounts.

(*) day or part of day shall include the duration of a hearing, pre-trial conference, or trial day.

This section intentionally left blank.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LAP APPRAISALS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 29, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 409626

Certificate Number: 0006680655



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

May 1, 2024

Paul F. Coddington, JD
Chief of Administration
Bureau of Right-of-Way
NH Department of Transportation

Mr. Coddington

I Michael J. Glines as representative/owner of LAP Appraisals, LLC located on 819 New Hampton Rd, Sanbornton, NH grants authorization to subcontractor Anne K. Glines the right to contract with the State of NH for 120 days from this date.

Respectfully

A handwritten signature in cursive script that reads "Michael J. Glines".

Michael J. Glines
LAP Appraisals, LLC
819 New Hampton Rd
Sanbornton NH 03269
603-286-7931
e-mail contact@lapappraisals.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.A. Price Agency, Inc. 6640 Shady Oak Road, Suite 500 Eden Prairie MN 55344		CONTACT NAME: Amy Winkelman PHONE (A/C, No, Ext): (800) 914-0119 E-MAIL ADDRESS: amy.winkelman@japrice.com		FAX (A/C, No): (952) 944-5061	
INSURED L A P Appraisals LLC Anne K. Glines; Michael J. Glines 819 New Hampton Road Sanbornton NH 03269		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Company of America			NAIC # 31194
INSURER B:		INSURER C:			INSURER D:
INSURER E:		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 24-26

REVISION NUMBER:

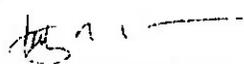
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under: DESCRIPTION OF OPERATIONS below				N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Real Estate Appraisers E&O Retroactive Date: 09/09/2002	N	N			0107306603LB	09/09/2024	09/09/2026	Per Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Covered Real Estate Appraisers Include: Anne K. Glines, Michael J. Glines.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Bureau of Right Away 7 Hazen Drive Room 100 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: K3379517

AUTOMOBILE POLICY DECLARATIONS

NAMED INSURED:
MICHAEL J. CLINLS
819 NW HAMPTON RD
SANBORNTON NH 03269 2028

RENEWAL

POLICY PERIOD FROM: JAN. 30 2024
TO: JAN. 30 2025

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT:
CORE BENEFITS GROUP INC
7 VILLAGE GREEN RD STE A3
BAMFORD NH 03811 5210

AGENT TELEPHONE:
(603) 329 4933

RATED DRIVERS		MICHAEL J. CLINLS, ANNE K. CLINLS	
2015 HONDA	CR-V LX	4 DOOR	ID# 20KRM4H571H609892
2018 HONDA	CR-V LX	4 DOOR	ID# 5J6RW2H52JL024052
LOSS PAYEE	AMERICAN HONDA FINANCE CORP		

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2015 HOND LIMITS	PREMIUMS	2018 HOND LIMITS	PREMIUMS
LIABILITY:				
BODILY INJURY	\$100,000 Each Person \$300,000 Each Occurrence	\$ 117.90	\$100,000 Each Person \$300,000 Each Occurrence	\$ 121.50
PROPERTY DAMAGE	\$100,000 Each Occurrence	119.50	\$100,000 Each Occurrence	125.70
MEDICAL PAYMENTS	\$10,000	30.40	\$10,000	32.90
UNINSURED AND UNDERINSURED MOTORISTS:				
BODILY INJURY	\$100,000 Each Person \$300,000 Each Accident	41.10	\$100,000 Each Person \$300,000 Each Accident	44.50
PROPERTY DAMAGE	\$25,000 Each Accident	INCLUDED	\$25,000 Each Accident	INCLUDED
COMPREHENSIVE	Actual Cash Value Less \$500 Deductible Full Safety Glass	176.40	Actual Cash Value Less \$500 Deductible Full Safety Glass	226.20
COLLISION	Actual Cash Value Less \$500 Deductible	170.90	Actual Cash Value Less \$500 Deductible	218.70
ADDITIONAL COVERAGES:				
LOSS OF USE	\$35 Per Day/\$1050 Max	3.70	\$35 Per Day/\$1050 Max	4.80
ROADSIDE ASSIST		9.60		7.30
TOTAL \$		669.50	TOTAL \$	781.40





REAL ESTATE SERVICES PROFESSIONAL LIABILITY COVERAGE
DECLARATIONS

POLICY NO: 107306603

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period.
The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	<p>NAMED INSURED: L A P APPRAISALS LLC</p> <p>DBA:</p> <p>Principal Address: 819 NEW HAMPTON RD SANBORNTON, NH 03269-2028</p>
ITEM 2	<p>POLICY PERIOD: Inception Date: September 9, 2022 Expiration Date: September 9, 2024 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p>ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:</p> <p>Email: BS1claims@travelers.com</p> <p>Fax: 1-888-460-6622</p> <p>Mail: Travelers Bond & Specialty Insurance Claim P.O. Box 2989 Hartford, CT 06104-2989</p> <p>Overnight Mail: Travelers Bond & Specialty Insurance Claim One Tower Square, S202A Hartford, CT 06183</p> <p>For questions related to claim reporting or handling, please call 1-800-842-8496.</p>
ITEM 4	<p>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</p> <p>Real Estate Services Professional Liability Coverage</p>

ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: RPL-1001-1108; RPL-2003-1108; RPL-19001-0413; RPL-19002-0413; RPL-19003-0413; RPL-2002-0413; PTC-1001-1108; PTC-19006-0315; PTC-2067-1215; PTC-3029-1214
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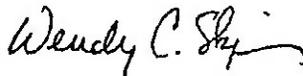
The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



President



Corporate Secretary

Statement of Workers' Compensation

Anne Glines is a sub-contractor for LAP Appraisals, LLC. LAP Appraisals, LLC being a single member LLC is exempt from workmen's compensation coverage.

Michael J. Glines

Date 5/1/2004

Michael J. Glines Owner
LAP Appraisals, LLC
819 New Hampton Rd
Sanbornton, NH 03269
603-286-7931

State of New Hampshire



Real Estate Appraisers Board

Authorized as
Certified Residential Appraiser

Issued To
ANNE K GLINES

License Number: NHCR-852

Active

Issue Date: 11/18/2009

Expiration Date: 12/31/2025

State regarding suspension or disbarment in the past three years.

I am not currently under suspension, debarment, voluntary exclusion or determined of ineligibility by any federal agency. I have not been suspended debarred, voluntary excluded or determine ineligible by any federal agency within the last three years. Neither do I have a postponed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendered against any of us by a court of competent jurisdiction in any other matter involving fraud or official misconduct within the last three years.

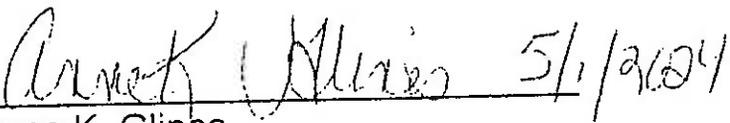

Anne K. Glines
LAP Appraisals, LLC

Table of Hourly Rates

I am a certified appraiser working in the field for more the 20+ years. I handle all types of residential assignments to include simple single family, vacant land, complex residential projects, mobile and manufactured housing and 2-4 family housing. My prospective hourly rates would vary depending on the complexity between \$80-\$200 per hour.



Anne K. Glines NHCR-852
819 New Hampton Rd.
Sanbornton, NH 03269
603-286-7931

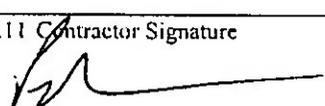
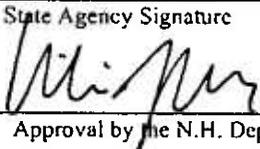
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DRIVE CONCORD, NH 03301	
1.3 Contractor Name McManus & Nault Appraisal Co., Inc. (Vendor #164307)		1.4 Contractor Address 1496 Route 3A, Suite 6 Bow, NH 03304	
1.5 Contractor Phone Number 978-219-4773	1.6 Account Unit and Class 015-096-3054-046-0464 and 017-096-7507-046-0464	1.7 Completion Date 6/30/2029	1.8 Price Limitation \$1,500,000* *Aggregate allowed to be billed by all participating appraisal firms
1.9 Contracting Officer for State Agency William Oldenburg		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 6/6/24		1.12 Name and Title of Contractor Signatory William Oldenburg, Director Peter I. Nault Division of Project Development President	
1.13 State Agency Signature  Date: 7/9/24		1.14 Name and Title of State Agency Signatory William Oldenburg, Director Division of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/6/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9. or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials JW
Date 6/7/67

EXHIBIT A

SPECIAL PROVISIONS

AMEND TO READ:

12. Notwithstanding the provisions of paragraph 12. of the P37 the Contractor may hire a subcontractor to perform services under this contract with the prior written consent of the state including persons who have contractual agreements with the State.
- 14.1.1 Commercial or comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per claim and \$1,000,000 per aggregate; (State to be named as an additional insured); and
- 14.1.2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$100,000 combined single limit; and
- 14.1.3 Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 per aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000; and
- 14.1.4 Workers' compensation and employer's liability insurance as required by law.

Contractor Initials JFV
DATE: 6/6/64

EXHIBIT B

SCOPE OF SERVICES

THE EXACT SERVICES REQUIRED BY THE CONTRACTOR (APPRAISER) ARE:

2.1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and following "The New Hampshire Department of Transportation Right-of-Way Manual, Appraisal Standards and Reports Section" on file with the Department of Transportation, ("NHDOT") and any amendments thereto, and made a part hereof. All appraisals shall meet the requirements of the New Hampshire Appraisal Board, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation. All appraisals will be submitted in both written and PDF format. The appraiser agrees to respond to any written review of their appraisal by the State's reviewer within 10 working days of receipt. The response will consist of a letter addressing each question asked by the State's reviewer, any corrected pages of the appraisal with the changes highlighted, plus the revised written appraisal.

2.2. The measure of damage to the condemnee(s) is to be estimated by the use of all applicable approaches to value necessary to support the final estimate of the appraiser per RSA 498-A and the approaches as outlined in the "Appraisal Standards and Reports", above referenced. The use of or the omission of any approach shall be justified as part of the Appraisal Report by the Appraiser. The Appraiser further covenants and agrees that the measure of damage to the condemnee(s) is to be determined by appraising the "Market Value" of the property and/or property interest(s) taken including improvements, if any, before the taking; and the "Market Value" of the remaining property, including improvements and/or property interest(s), if any, after the taking, in light of any environmental contamination, liens, leases, easements, or other encumbrances affecting the market value of the property in the before and after scenarios. The difference, if any, between the two values represents the measure of damages.

2.3. The Appraiser will, if required by the NHDOT, appear before any board or court to justify, testify, and defend their appraisal.

2.4. The Appraiser will refer to the NHDOT Contracting Officer or assignees of the NHDOT Contracting Officer for all matters or questions of fact relative to or connected with the appraisal which give rise to a dispute, dilemma, or ambiguity and which are not spelled out, described and determined by this contract or the standard practices of the profession; and the NHDOT Contracting Officer or assignee shall resolve the question or dispute by written instruction to the Appraiser.

2.5. The report(s) shall not include damages for items generally non-compensable under established State law. Requirements relative to consideration of benefits as outlined in the "Handbook For Highway Land Damage Commissions" revised February 18, 1964, prepared by the Office of the Attorney General, shall be followed. A copy is available for inspection at NHDOT ROW Section.

2.6. The Appraiser will neither perform any appraisal service nor assist in the same, for the owner of any land or interest therein which has been in any way affected pecuniarily by this project, without prior approval of the NHDOT. This prohibition shall remain in effect until the final disposition of all claims arising from the project.

2.7. Appraisal assignment, title, and date signed by, are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

Contractor Initials *JK*

DATE: 6/6/14

EXHIBIT B (CONT'D.)

2.8. NHDOT fee appraiser selection procedures are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

I do hereby agree to submit to the NHDOT complete appraisal reports by the "Appraisal Standards and Reports", for the following parcels of property for the individual amounts as indicated:

SCHEDULE OF APPRAISALS

<u>Parcel No.</u>	<u>Name of Owner</u>	<u>Type of Taking</u> (Partial or Complete)	<u>Type of Property</u>	<u>Before & After Fee</u>
-------------------	----------------------	--	-------------------------	-------------------------------

N/A

THIS CONTRACT IS FOR THE PREPARATION OF APPRAISAL REPORTS AND RELATED EFFORTS WITHIN THE TIME FRAME SPECIFIED FOR INDIVIDUAL ASSIGNMENTS.

Contractor Initials PFW
DATE: 6/6/04

EXHIBIT C

METHOD AND AMOUNT OF PAYMENT:

5.1.1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee under the terms of the appraisal assignment. The Appraiser agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the preparation of the appraisal under this Contract and the attachments hereto. Payment is to be made by the State on the following basis for all contracts:

(a) Fifty (50%) percent of the quoted fee for each appraisal report upon the delivery of an acceptable appraisal and submission of a bill for the total amount. At the NHDOT discretion, unacceptable appraisal reports may be returned and no individual payment is made until the appraisal report is re-submitted in an acceptable form.

(b) Fifty (50%) percent of the total following review and acceptance by the State Reviewer and concurrence in the acceptance of an adequately documented appraisal report by the U. S. Department of Transportation, or within sixty (60) days after completion of State Review, whichever is sooner.

(c) For each late appraisal report, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each work day beyond the agreed upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses that are late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the calculated appraisal review response completion date. This date, to be determined by the Chief Right-of-Way Appraiser and identified in each appraisal review sent to the Appraiser, is established under the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

5.1.2. The NHDOT agrees to pay the Appraiser for all expenses incurred for each day or part of a day (*) that the Appraiser spends at a hearing, pre-trial conference, trial, or drafting appraisal update called for by the Attorney General's Office. For any appraisal update that is not completed and submitted within sixty (60) days of when it is requested by the Attorney General's Office, the Appraiser shall be assessed a penalty of twenty-five (25%) percent of the approved day rate for each work day the update is late.

The NHDOT and the Appraiser mutually agree that in case there may be major changes in the scope or character of the work to be performed under this contract, such changes shall be made in the individual amounts as stated under the "Schedule of Appraisals" by negotiated increases or decreases in said amounts. Or if work is added, such additional amounts as may be required shall be determined by negotiation and payment made at the agreed upon amounts.

(*) day or part of day shall include the duration of a hearing, pre-trial conference, or trial day.

Contractor Initials RSW
DATE: 6/6/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MCMANUS & NAULT APPRAISAL COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 30, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 412971

Certificate Number: 0006725725



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Corporate Resolution

I, Kevin A. McManus, hereby certify that I am duly elected Vice President and Treasurer of McManus & Nault Appraisal Company, Inc. I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 26, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Peter I. Nault is duly authorized to enter into contracts or agreements on behalf of McManus & Nault Appraisal Company, Inc. with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: June 26, 2024

ATTEST: Kevin A. McManus
Vice President
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
September 30,
2024

PRODUCER
ProGroup International
 207A SW Jefferson
 Lee's Summit, MO 64063

INSURED
McManus & Nault Appraisal Company, Inc.
 1494 Route 3A, Unit 6
 Bow, NH 03304

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURER AFFORDING COVERAGE

The Hanover Atlantic Insurance Company, LTD

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY				EACH OCCURRENCE	\$
COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
CLAIMS MADE OCCUR				MED EXP (Any one person)	\$
				PERSONAL & ADV INJURY	\$
				GENERAL AGGREGATE	\$
				PRODUCTS - COMP/OP AGG	\$
GEN'L AGGREGATE LIMIT APPLIES PER:					
POLICY PROJECT LOC					
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea. accident)	\$
ANY AUTO				BODILY INJURY (Per person)	\$
ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
HIRED AUTOS					
NON-OWNED AUTOS					
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
ANY AUTO				OTHER THAN AUTO ONLY - EA ACC	\$
				AGG	\$
EXCESS LIABILITY				EACH OCCURRENCE	\$
OCCUR CLAIMS MADE				AGGREGATE	\$
					\$
DEDUCTIBLE					\$
RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER	
				E.L. EACH ACCIDENT	\$
				E.L. EA EMPLOYEE	\$
				E.L. DISEASE - POLICY LIMIT	\$
Appraiser's Errors & Omissions Liability	L3DJ54624101	9/13/2024	9/13/2025	\$1,000,000.00 Each Claim \$1,000,000.00 Aggregate \$0.00 Deductible Retrospective Date: 09/13/2002	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder:
 The State of New Hampshire
 7 Hazen Drive
 Concord, NH 03302-0483

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

State of New Hampshire



Real Estate Appraisers Board

Authorized as
Certified General Appraiser

Issued To
KEVIN A MCMANUS

License Number: NHCG-249

Active

Issue Date: 01/01/1993

Expiration Date: 05/31/2025

State of New Hampshire



Real Estate Appraisers Board

Authorized as
Certified General Appraiser

Issued To

PETER I NAULT

License Number: NHCG-499
Active

Issue Date: 05/01/1997

Expiration Date: 11/30/2024

MCMANUS & NAULT APPRAISAL COMPANY, INC.
REAL ESTATE APPRAISING & CONSULTING

PETER I. NAULT, PRESIDENT

KEVIN A. MCMANUS, VICE PRESIDENT

June 26, 2024

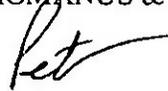
Laura J. Davies Chief Right of Way Appraiser
Bureau of Right-of-Way
Department of Transportation
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483

Dear Ms. Davies:

I am not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any Federal Agency within the last three (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendered against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Respectfully submitted,

MCMANUS & NAULT APPRAISAL COMPANY, INC.



Peter I. Nault
President, NHCG-499

MCMANUS & NAULT APPRAISAL COMPANY, INC.
REAL ESTATE APPRAISING & CONSULTING

PETER I. NAULT, PRESIDENT

KEVIN A. MCMANUS, VICE PRESIDENT

June 26, 2024

Laura J. Davies Chief Right of Way Appraiser
Bureau of Right-of-Way
Department of Transportation
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483

Dear Ms. Davies:

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Respectfully submitted,

MCMANUS & NAULT APPRAISAL COMPANY, INC.



Kevin A. McManus
Vice President, NHCG-249

MCMANUS & NAULT APPRAISAL COMPANY, INC.
REAL ESTATE APPRAISING & CONSULTING

PETER I. NAULT, PRESIDENT

KEVIN A. MCMANUS, VICE PRESIDENT

June 26, 2024

Laura J. Davies Chief Right of Way Appraiser
Bureau of Right-of-Way
Department of Transportation
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483

Project: Statewide Appraisal Contract

Dear Ms. Davies:

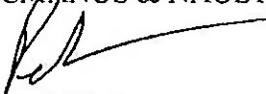
Thank you for inquiring about our interest in participating in the Statewide Appraisal Contract. We would be very interested in participating in the program and Kevin McManus and myself (Peter I. Nault) would be performing and signing any appraisal work completed by our company.

The hourly rate for each of us for special services such as appraisal review assignments would be \$135/hour and our rate for expert witness testimony would be \$200/hour.

Also, please note that I have not included a Certificate of Worker's Compensation Insurance as we have no employees. All work is done by the owners.

If you need any additional information, please let me know.

Respectfully submitted,
MCMANUS & NAULT APPRAISAL COMPANY, INC.


Peter I. Nault
President, NHCG-499

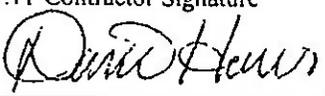
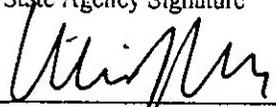
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DRIVE CONCORD NH 03301	
1.3 Contractor Name New Hampshire Real Estate Consultants (Vendor #466864)		1.4 Contractor Address 117 Shaw Hill Road Andover, NH 03216	
1.5 Contractor Phone Number 614-578-6367	1.6 Account Unit and Class 015-096-3054-046-0464 and 017-096-7507-046-0464	1.7 Completion Date 6/30/2029	1.8 Price Limitation \$1,500,000* *Aggregate allowed to be billed by all participating appraisal firms
1.9 Contracting Officer for State Agency William Oldenburg		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 6/26/24		1.12 Name and Title of Contractor Signatory DAVID HORNER, APPRAISER	
1.13 State Agency Signature  Date: 7/11/24		1.14 Name and Title of State Agency Signatory William Oldenburg, Director Division of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/9/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

AMEND TO READ:

- 12. Notwithstanding the provisions of paragraph 12. of the P37 the Contractor may hire a subcontractor to perform services under this contract with the prior written consent of the state including persons who have contractual agreements with the State.
- 14.1.1 Commercial or comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per claim and \$1,000,000 per aggregate; and
- 14.1.2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$100,000 combined single limit; and
- 14.1.3 Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 per aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000; and
- 14.1.4 Workers' compensation and employer's liability insurance, if required by law.

This section intentionally left blank.

EXHIBIT B

SCOPE OF SERVICES

THE EXACT SERVICES REQUIRED BY THE CONTRACTOR (APPRAISER) ARE:

- 2.1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and following "The New Hampshire Department of Transportation Right-of-Way Manual, Appraisal Standards and Reports Section" on file with the Department of Transportation, ("NHDOT") and any amendments thereto, and made a part hereof. All appraisals shall meet the requirements of the New Hampshire Appraisal Board, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation. All appraisals will be submitted in both written and PDF format. The appraiser agrees to respond to any written review of their appraisal by the State's reviewer within 10 working days of receipt. The response will consist of a letter addressing each question asked by the State's reviewer, any corrected pages of the appraisal with the changes highlighted, plus the revised written appraisal.
- 2.2. The measure of damage to the condemnee is to be estimated using all applicable approaches to value necessary to support the final estimate of the appraiser per RSA 498-A and the approaches as outlined in the "Appraisal Standards and Reports", above referenced. The use of or the omission of any approach shall be justified as part of the Appraisal Report by the Appraiser. The Appraiser further covenants and agrees that the measure of damage to the condemnee is to be determined by appraising the "Market Value" of the property and/or property interest(s) taken including improvements, if any, before the taking; and the "Market Value" of the remaining property, including improvements and/or property interest(s), if any, after the taking, in light of any environmental contamination, liens, leases, easements, or other encumbrances affecting the market value of the property in the before and after scenarios. The difference, if any, between the two values represents the measure of damages.
- 2.3. The Appraiser will, if required by the NHDOT, appear before any board or court to justify, testify, and defend their appraisal.
- 2.4. The Appraiser will refer to the NHDOT Contracting Officer or assignees of the NHDOT Contracting Officer for all matters or questions of fact relative to or connected with the appraisal which give rise to a dispute, dilemma, or ambiguity and which are not spelled out, described and determined by this contract or the standard practices of the profession; and the NHDOT Contracting Officer or assignee shall resolve the question or dispute by written instruction to the Appraiser.
- 2.5. The report(s) shall not include damages for items generally non-compensable under established State law. Requirements relative to consideration of benefits as outlined in the "Handbook For Highway Land Damage Commissions" revised February 18, 1964, prepared by the Office of the Attorney General, shall be followed. A copy is available for inspection at NHDOT ROW Section.

2.6. The Appraiser will neither perform any appraisal service nor assist in the same, for the owner of any land or interest therein which has been in any way affected pecuniarily by this project, without prior approval of the NHDOT. This prohibition shall remain in effect until the final disposition of all claims arising from the project.

2.7. Appraisal assignment, title, and date signed by, are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

2.8. NHDOT fee appraiser selection procedures are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

This section intentionally left blank.

EXHIBIT C

METHOD AND AMOUNT OF PAYMENT:

5.1.1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee under the terms of the appraisal assignment. The Appraiser agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the preparation of the appraisal under this Contract and the attachments hereto. Payment is to be made by the State on the following basis for all contracts:

(a) Fifty (50%) percent of the quoted fee for each appraisal report upon the delivery of an acceptable appraisal and submission of a bill for the total amount. At the NHDOT discretion, unacceptable appraisal reports may be returned, and no individual payment is made until the appraisal report is re-submitted in an acceptable form.

(b) Fifty (50%) percent of the total following review and acceptance by the State Reviewer and concurrence in the acceptance of an adequately documented appraisal report by the U. S. Department of Transportation, or within sixty (60) days after completion of State Review, whichever is sooner.

(c) For each late appraisal report, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the agreed upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses that are late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the calculated appraisal review response completion date. This date, to be determined by the Chief Right-of-Way Appraiser and identified in each appraisal review sent to the Appraiser, is established under the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

5.1.2. The NHDOT agrees to pay the Appraiser for all expenses incurred for each day or part of a day (*) that the Appraiser spends at a hearing, pre-trial conference, trial, or drafting appraisal update called for by the Attorney General's Office. For any appraisal update that is not completed and submitted within sixty (60) days of when it is requested by the Attorney General's Office, the Appraiser shall be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday the update is late.

The NHDOT and the Appraiser mutually agree that in case there may be major changes in the scope or character of the work to be performed under this contract, such changes shall be made in the individual amounts as stated under the "Schedule of Appraisals" by negotiated increases or decreases in said amounts. Or if work is added, such additional amounts as may be required shall be determined by negotiation and payment made at the agreed upon amounts.

(*) day or part of day shall include the duration of a hearing, pre-trial conference, or trial day.

This section intentionally left blank.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HORNER & CO. is a Ohio Profit Corporation registered to do business in New Hampshire as HORNER & CO. INC. on January 27, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 891779

Certificate Number: 0006691755



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE OF REGISTERED TRADE NAME
OF
NEW HAMPSHIRE REAL ESTATE CONSULTANTS

This is to certify that **HORNER & CO.** is registered in this office as doing business under the Trade Name **NEW HAMPSHIRE REAL ESTATE CONSULTANTS**, at 117 Shaw Hill Rd, Andover, NH, 03216, USA on 02/14/2022

The nature of business is 53-Real Estate and Rental and Leasing - 320-Offices of Real Estate Appraisers

Expiration Date: 02/14/2027

Business ID: 893290



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of February A.D. 2022.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire

Department of State



Accepted Date: 02/14/2022
Business Name: NEW HAMPSHIRE REAL ESTATE CONSULTANTS
Principal Office Address: 117 Shaw Hill Rd, Andover, NH, 03216, USA

RE: Acceptance of Trade Name Registration

This letter is to confirm the acceptance of the following Trade Name Registration:

Business ID: 893290
Filing #: 5669064
Expiration Date: 02/14/2027
Effective Date: 02/14/2022
Payment Transaction #: 20229980563215001

Approximately six (6) months prior to the expiration date above, a renewal form will be sent to the address you provided. It is incumbent upon you to keep us informed of address or email changes to ensure the renewal form reaches you. There is no charge for address changes.

Please visit our website for helpful information regarding all your business needs.
If you require assistance or should you have any questions, you may contact the Corporation Division using the information provided below.
Please reference your Business ID in your communication.

Thank you,

New Hampshire Department of State
Corporation Division



NH
Real
Estate
Consultants, Inc.

June 26, 2024

Real Estate Appraisers
and Consultants

To Whom it may Concern,

We, as appraisers certified by the State of New Hampshire, are authorized to contract with the New Hampshire Department of Transportation (NHDOT) on its behalf.

Sincerely,

NH REAL ESTATE CONSULTANTS, INC.

Thomas R. Horner, MAI, AI-GRS, SRA, ASA
NH Certified General Real Estate Appraiser No. NHCG-1003

David H. Horner
NH Certified General Real Estate Appraiser No. NHCG-1096

117 Shaw Hill Road
Andover, NH 03216
Phone: 603/568-4420
o@nh-rec.com
www.nh-rec.com

Horner and Company
Corporate Resolution

I, David H. Horner, hereby certify that I am a duly appointed representative of Horner and Company dba NH Real Estate Consultants.

I hereby certify the Thomas R. Horner, sole owner, authorizes David H. Horner to enter into contracts or agreements on behalf of Horner and Company dba NH Real Estate Consultants with the State of New Hampshire and any of its agencies departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to affect the purpose of this vote. This authorization occurred at a meeting of Horner and Company, held on June 25, 2024, at which Thomas R. Horner, sole owner and president, was present.

I hereby certify that said authorization has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 6/25/2024

ATTEST: 
David H. Horner
Authorized Representative

DATED: 6/25/2024

ATTEST: 
Thomas R. Horner
Owner/President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNITED STATES INSURANCE SERVICES INC. 856 ELDRIDGE LANDING RD. LINTHICUM, MD 21090-2903	CONTACT NAME: Erin Poppelwell	
	PHONE (A/C, No, Ext): 614-728-0535	FAX (A/C, No):
E-MAIL ADDRESS: BWCOTHERSTATESCOVERAGE@BWC.STATE.OH.US		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ZURICH AMERICAN INSURANCE COMPANY		16535
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 01069082-02 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	N	WC 1025924-03	03/16/2024	03/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

States listed in 3A of policy: New Hampshire

Other States Listed in 3C of Policy: All States except ND, OH, WA, WY and those listed in 3A.

Officers Excluded: Thomas Horner

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Transportation
 7 Hazen Drive, Room 100
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Aspen American Insurance Company
 Insurer (Referred to below as the "Company")
 499 Washington Boulevard, 8th Floor
 Jersey City, NJ 07310



LIA Administrators & Insurance Services

Company's Program Administrator:
 LIA Administrators & Insurance Services
 1600 Anacapa Street
 Santa Barbara, CA 93108
 800-334-0652

**APPRAISAL, VALUATION AND PROPERTY SERVICES
 PROFESSIONAL LIABILITY INSURANCE POLICY**

DECLARATIONS

Date Issued: 6/3/2024 Policy Number: AAI006170-10 Previous Policy Number: AAI006170-09

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

1.	Customer ID: 113415 Named Insured: HORNER & COMPANY, INC OHIO REAL ESTATE CONSULTANTS, INC. New Hampshire R.E. Consultants, Inc 201 Bradenton Avenue Dublin, OH 43017	
2.	Policy Period: From: 07/22/2024 To: 07/22/2025 12:01 A.M. Standard Time at the address stated in 1 above.	
3.	Deductible: \$10000 Each Claim	
4.	Retroactive Date: 07/22/1996	
5.	Inception Date: 07/22/2015	
6.	Limits of Liability: A. \$1,000,000 Each Claim B. \$2,000,000 Aggregate	
7.	Covered Professional Services (as defined in the Policy and/or by Endorsement): Real Estate Appraisal and Valuation: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Residential Property: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Commercial Property: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit): Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If "yes", added by endorsement) Right of Way Agent and Relocation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Machinery and Equipment Valuation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Personal Property Appraisal: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If "yes", added by endorsement) Real Estate Sales/Brokerage: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If "yes", added by endorsement)	
8.	Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa Street, Santa Barbara, CA 93102-1319	
9.	Annual Premium: \$3,934.00	
10.	Forms attached at issue: LIA002 (04/19) LIA OH (05/19) LIA012 (06/22) LIA018 (05/19) LIA131 (05/19) LIA164 (05/19) LIA165 (05/19) LIA169 (12/21) LIA170 (07/22)	

This Declarations page, together with the completed and signed Policy Application including all attachments and thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

06/03/2024

Date

By

Authorized Representative

CERTIFICATE OF INSURANCE

Producer:

LIA ADMINISTRATORS & INSURANCE SERVICES
 P.O. Box 1319
 Santa Barbara, CA 93102-1319

Issue Date: 09/30/2024

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policy below.

Insured: 113415
 HORNER & COMPANY, INC
 OHIO REAL ESTATE CONSULTANTS, INC.
 New Hampshire R.E. Consultants, Inc
 201 Bradenton Avenue
 Dublin, OH 43017

Fax Number: 614-791-8956

COMPANY AFFORDING COVERAGE

Aspen American Insurance Company



 Authorized Representative

This is to certify that the policy of insurance listed below has been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term of condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

DISCLAIMER: This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
Professional Liability	AA1006170-10	07/22/2024	07/22/2025	Each Claim General Aggregate	\$ 1,000,000 \$ 2,000,000

Description of Operations/Locations/Special Items:
 Professional Services as defined in the policy

Certificate Holder:
 State of New Hampshire
 Department of Transportation
 7 Hazen Dr
 Concord, NH 03301

Cancellation:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



NH
Real
Estate
Consultants, Inc.

Real Estate Appraisers
and Consultants

June 26, 2024

To Whom it may Concern,

Statement Regarding Suspension & Debarment

We are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency. We have not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal Agency within the last three (3) years. Neither do we have a proposed debarment pending, and have not been indicted, convicted, or have had civil judgement rendered against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Sincerely,

NH REAL ESTATE CONSULTANTS, INC.

Thomas R. Horner, MAI, AI-GRS, SRA, ASA
NH Certified General Real Estate Appraiser No. NHCG-1003

David H. Horner
NH Certified General Real Estate Appraiser No. NHCG-1096



NH
Real
Estate
Consultants, Inc.

June 26, 2024

Real Estate Appraisers
and Consultants

To Whom it May Concern,

Standard Fee Proposal by Team Member Role

NH Real Estate Consultants typically bids appraisal and appraisal review assignments on a per case, lump sum basis. Expert witness services are typically provided on a time and material per hour basis negotiated specific to the assignment. The following standard hourly fees for litigation testimony and support are applicable based on team member role and experience.

Condemnation / Litigation Testimony	\$450/hour
Principal Appraiser / MAI Support	\$400/hour
Certified General Appraiser Support	\$300/hour
Administrative Support	\$150/hour

Sincerely,

NH REAL ESTATE CONSULTANTS, INC.

Thomas R. Horner, MAI, AI-GRS, SRA, ASA
NH Certified General Real Estate Appraiser No. NHCG-1003

David H. Horner
NH Certified General Real Estate Appraiser No. NHCG-1096

117 Shaw Hill Road
Andover, NH 03216
Phone: 603/568-4420
o@nh-rec.com
www.nh-rec.com

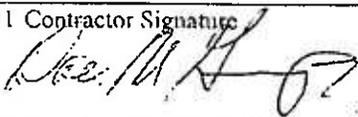
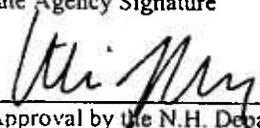
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DRIVE CONCORD, NH 03301	
1.3 Contractor Name Shurtleff Appraisal Associates Inc. (Vendor #155924)		1.4 Contractor Address P.O. Box 665 Hampstead, NH 03841	
1.5 Contractor Phone Number 603-329-4808	1.6 Account Unit and Class 015-096-3054-046-0464 and 017-096-7507-046-0464	1.7 Completion Date 6/30/2029	1.8 Price Limitation \$1,500,000* *Aggregate allowed to be billed by all participating appraisal firms
1.9 Contracting Officer for State Agency William Oldenburg		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 6/26/24		1.12 Name and Title of Contractor Signatory DALE M. GENTRY, PRESIDENT Shurtleff Appraisal Associates, Inc.	
1.13 State Agency Signature  Date: 7/9/24		1.14 Name and Title of State Agency Signatory William Oldenburg, Director Division of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/10/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials: 
Date: 6-26-24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition; if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials *DALP*
Date *6-20-24*

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials 
Date 6-27-27

EXHIBIT A

SPECIAL PROVISIONS

AMEND TO READ:

12. Notwithstanding the provisions of paragraph 12. of the P37 the Contractor may hire a subcontractor to perform services under this contract with the prior written consent of the state including persons who have contractual agreements with the State.
- 14.1.1 Commercial or comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per claim and \$1,000,000 per aggregate; (State to be named as an additional insured); and
- 14.1.2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$100,000 combined single limit; and
- 14.1.3 Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 per aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000; and
- 14.1.4 Workers' compensation and employer's liability insurance as required by law.

Contractor Initials

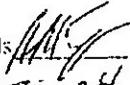
DATE: 6-26-24

EXHIBIT B

SCOPE OF SERVICES

THE EXACT SERVICES REQUIRED BY THE CONTRACTOR (APPRAISER) ARE:

- 2.1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and following "The New Hampshire Department of Transportation Right-of-Way Manual, Appraisal Standards and Reports Section" on file with the Department of Transportation. ("NHDOT") and any amendments thereto, and made a part hereof. All appraisals shall meet the requirements of the New Hampshire Appraisal Board, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation. All appraisals will be submitted in both written and PDF format. The appraiser agrees to respond to any written review of their appraisal by the State's reviewer within 10 working days of receipt. The response will consist of a letter addressing each question asked by the State's reviewer, any corrected pages of the appraisal with the changes highlighted, plus the revised written appraisal.
- 2.2. The measure of damage to the condemnee(s) is to be estimated by the use of all applicable approaches to value necessary to support the final estimate of the appraiser per RSA 498-A and the approaches as outlined in the "Appraisal Standards and Reports", above referenced. The use of or the omission of any approach shall be justified as part of the Appraisal Report by the Appraiser. The Appraiser further covenants and agrees that the measure of damage to the condemnee(s) is to be determined by appraising the "Market Value" of the property and/or property interest(s) taken including improvements, if any, before the taking; and the "Market Value" of the remaining property, including improvements and/or property interest(s), if any, after the taking, in light of any environmental contamination, liens, leases, easements, or other encumbrances affecting the market value of the property in the before and after scenarios. The difference, if any, between the two values represents the measure of damages.
- 2.3. The Appraiser will, if required by the NHDOT, appear before any board or court to justify, testify, and defend their appraisal.
- 2.4. The Appraiser will refer to the NHDOT Contracting Officer or assignees of the NHDOT Contracting Officer for all matters or questions of fact relative to or connected with the appraisal which give rise to a dispute, dilemma, or ambiguity and which are not spelled out, described and determined by this contract or the standard practices of the profession; and the NHDOT Contracting Officer or assignee shall resolve the question or dispute by written instruction to the Appraiser.
- 2.5. The report(s) shall not include damages for items generally non-compensable under established State law. Requirements relative to consideration of benefits as outlined in the "Handbook For Highway Land Damage Commissions" revised February 18, 1964, prepared by the Office of the Attorney General, shall be followed. A copy is available for inspection at NHDOT ROW Section.
- 2.6. The Appraiser will neither perform any appraisal service nor assist in the same, for the owner of any land or interest therein which has been in any way affected pecuniarily by this project, without prior approval of the NHDOT. This prohibition shall remain in effect until the final disposition of all claims arising from the project.
- 2.7. Appraisal assignment, title, and date signed by, are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

Contractor Initials: 

DATE: 07-26-24

EXHIBIT B (CONT'D.)

2.8. NHDOT fee appraiser selection procedures are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

I do hereby agree to submit to the NHDOT complete appraisal reports by the "Appraisal Standards and Reports", for the following parcels of property for the individual amounts as indicated:

SCHEDULE OF APPRAISALS

<u>Parcel No.</u>	<u>Name of Owner</u>	<u>Type of Taking</u> (Partial or Complete)	<u>Type of Property</u>	<u>Before & After Fee</u>
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N/A

THIS CONTRACT IS FOR THE PREPARATION OF APPRAISAL REPORTS AND RELATED EFFORTS WITHIN THE TIME FRAME SPECIFIED FOR INDIVIDUAL ASSIGNMENTS.

Contractor Initials

DATE: 6-26-77

EXHIBIT C

METHOD AND AMOUNT OF PAYMENT:

5.1.1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee under the terms of the appraisal assignment. The Appraiser agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the preparation of the appraisal under this Contract and the attachments hereto. Payment is to be made by the State on the following basis for all contracts:

(a) Fifty (50%) percent of the quoted fee for each appraisal report upon the delivery of an acceptable appraisal and submission of a bill for the total amount. At the NHDOT discretion, unacceptable appraisal reports may be returned and no individual payment is made until the appraisal report is re-submitted in an acceptable form.

(b) Fifty (50%) percent of the total following review and acceptance by the State Reviewer and concurrence in the acceptance of an adequately documented appraisal report by the U. S. Department of Transportation, or within sixty (60) days after completion of State Review, whichever is sooner.

(c) For each late appraisal report, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each work day beyond the agreed upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses that are late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the calculated appraisal review response completion date. This date, to be determined by the Chief Right-of-Way Appraiser and identified in each appraisal review sent to the Appraiser, is established under the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

5.1.2. The NHDOT agrees to pay the Appraiser for all expenses incurred for each day or part of a day (*) that the Appraiser spends at a hearing, pre-trial conference, trial, or drafting appraisal update called for by the Attorney General's Office. For any appraisal update that is not completed and submitted within sixty (60) days of when it is requested by the Attorney General's Office, the Appraiser shall be assessed a penalty of twenty-five (25%) percent of the approved day rate for each work day the update is late.

The NHDOT and the Appraiser mutually agree that in case there may be major changes in the scope or character of the work to be performed under this contract, such changes shall be made in the individual amounts as stated under the "Schedule of Appraisals" by negotiated increases or decreases in said amounts. Or if work is added, such additional amounts as may be required shall be determined by negotiation and payment made at the agreed upon amounts.

(*) day or part of day shall include the duration of a hearing, pre-trial conference, or trial day.

Contractor Initials 

DATE: 6-26-24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SHURTLEFF APPRAISAL ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 30, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 76797

Certificate Number: 0006669445



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE

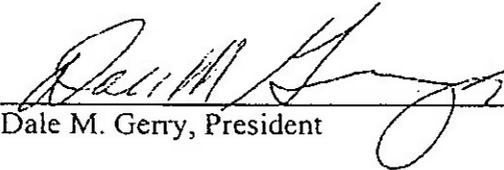
**SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
SHURTLEFF APPRAISAL ASSOCIATES, INC.**

I hereby certify that a vote was taken at a special meeting of the Board of Directors on June 26, 2024, at which a quorum of the Board was present and voting.

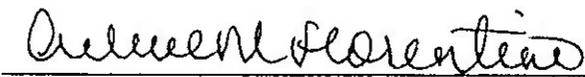
RESOLVED: To Authorize Dale M. Gerry, President, to enter into contracts with the State of New Hampshire to provide appraisal services to the State of New Hampshire, Department of Transportation, and to execute any documents which in his judgment are desirable or necessary, to effect the above-stated purpose.

I hereby certify that said vote was not amended or repealed and remains in full force and effect, and that Dale M. Gerry is authorized and a duly elected officer of this corporation.

Dated: 6/26/2024


Dale M. Gerry, President

Dated: 6/26/2024


Arline M. Florentino

ARLINE M. FLORENTINO
Notary Public - New Hampshire
My Commission Expires August 18, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Pappathan Insurance Agency, Inc. PO Box 878 Pelham, NH 03076 License #: 0368731	CONTACT NAME: Rob Bertini	
		PHONE (A/C, No, Ext): (603)635-1099	FAX (A/C, No): (603)635-1328
		E-MAIL ADDRESS: rob@pappathaninsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Wesco Insurance Company	NAIC # 25011
		INSURER B: AmTrust Sequoia	22985
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Shurtleff Appraisal Associates, Inc
102 Main St
Hampstead, NH 03841

COVERAGES CERTIFICATE NUMBER: 0000811-12011 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		WBP1981743 02	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	QWS1383825	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of NH Dept of Transportation is included as Additional Insured per written contract.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Transportation PO Box 483 7 Hazen Dr Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (RLB)



LIA Administrators & Insurance Services

APPRAISAL, VALUATION AND PROPERTY SERVICES
PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS - NEW HAMPSHIRE

Aspen American Insurance Company

(Referred to below as the "Company")
499 Washington Boulevard, 8th Floor
Jersey City, NJ 07310
877-245-3510

Date Issued	Policy Number	Previous Policy Number
1/17/2024	AAI005038-09	AAI005038-08

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 111550
Named Insured:
SHURTLEFF APPRAISAL ASSOCIATES, INC
102 Main Street
Hampstead, NH 03841

2. Policy Period: From: 01/23/2024 To: 01/23/2025
12:01 A.M. Standard Time at the address stated in 1 above.

3. Deductible: \$1000 Each Claim

4. Retroactive Date: 01/23/1989

5. Inception Date: 01/23/2016

6. Limits of Liability: A. \$1,000,000 Each Claim
B. \$1,000,000 Aggregate

Subpoena Response: \$5,000 Supplemental Payment Coverage
Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage
Disciplinary Proceeding: \$7,500 Supplemental Payment Coverage
Loss of Earnings: \$500 per day Supplemental Payment Coverage

7. Covered Professional Services (as defined in the Policy and/or by Endorsement):

Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Residential Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Commercial Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	(If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	(If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	(If "yes", added by endorsement)

8.	Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa St, Santa Barbara, California 93101
9.	Annual Premium: \$2,568.00
10.	Forms attached at issue: LIA002 (04/19) LIA NH (09/19) LIA012 (05/19) LIA018 (05/19) LIA021 (05/19) LIA164 (05/19)

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

01/17/2024

Date



By

Authorized Representative

Producer Information

LIA Administrators & Insurance Services

Name of Authorized Agent Broker: Robert C. Wiley

Address: 1600 Anacapa Street Santa Barbara, CA 93101

Appraisal, Valuation and Property Services Professional Liability Insurance Policy

Named Insured: SHURTLEFF APPRAISAL ASSOCIATES, INC

Policy Number: AAI00503S-09

Effective Date: 01/23/2024

Customer ID: 111550

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED PROFESSIONALS ENDORSEMENT

In consideration of the premium charged, it is agreed that Section IV. **DEFINITIONS (I)** "Insured" is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named Insured:

Name	Coverage Effective Date
Dale M. Gerry	01/23/2024
Dale M. Gerry, II	01/23/2024
Jonathan N. Wood	01/23/2024
Jill Gretchen Galus	01/23/2024

All other terms, conditions, and exclusions of this Policy remain unchanged.

CERTIFICATE OF INSURANCE

Producer:

LIA ADMINISTRATORS & INSURANCE SERVICES
 P.O. Box 1319
 Santa Barbara, CA 93102-1319

Issue Date: 09/30/2024

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policy below.

Insured: 111550

SHURTLEFF APPRAISAL ASSOCIATES, INC
 PO Box 665
 Hampstead, NH 03841

COMPANY AFFORDING COVERAGE

Aspen American Insurance Company



 Authorized Representative

This is to certify that the policy of insurance listed below has been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term of condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

IMPORTANT NOTICE: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies referenced herein.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
Professional Liability	AAI005038-09	01/23/2024	01/23/2025	Each Claim	\$ 1,000,000
				General Aggregate	\$ 1,000,000

Description of Operations/Locations/Special Items:

Professional Services as defined in the policy

Certificate Holder:

State of New Hampshire
 Department of Transportation
 7 Hazen Drive
 Concord, NH 03301

Cancellation:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

PERSONAL AUTO

Previous Policy Number

Client ID Number 000002987084

Policy Number: NHPA 000068643

Policy Declaration
Renewal Certificate

The Commerce Insurance Company
211 Main Street
Webster MA 01570

Direct Bill-Insured



Name Insured:

DALE GERRY SR AND JOANNE L GERRY
PO BOX 665
HAMPSTEAD NH 03841

Producing Agent:

PZ7-000001-
603-635-1099
PAPPATHAN INS. AGENCY, INC.
95 BRIDGE ST, PO BOX 878
PELHAM NH 03076

Policy Period: September 01, 2023 12:01 A.M. to September 01, 2024 12:01 A.M. Local Time at the Insured's Address

This declaration page plus the "POLICY" provisions and any other applicable endorsement issued to form a part thereof, completes your policy.

COMMENTS:

The insured automobile is principally garaged at the above address or:

Unit 01 HAMPSTEAD NH Unit 02 HAMPSTEAD NH Unit 04 Hampstead NH

Driver(s):	D.O.B	Gender/Status	Lic.St	Lic No.	Lic Date	Dr.Trng	Std.Away	Good	Std. ENO
Dale Gerry	XX/XX/50	M Married	NH	XXXXXX0271	12-27-66	N	N	N	N
Joanne Gerry	XX/XX/53	F Married	NH	XXXXXX3261	08-26-69	N	N	N	N

IF YOU HAVE A DRIVER IN YOUR HOUSEHOLD WHO IS NOT LISTED ABOVE, PLEASE NOTIFY US IMMEDIATELY.

Discounts:

Unit#	Discount	Unit#	Discount
2	5.000 % 19.01 \$\$ 4 wheel Anti-Lock Brake	1	15.000% 244.39 \$\$ HO -3 Policy discount
2	33.000 % 620.90 \$\$ Financial Mgt Credit	1	15.000% 63.19 \$\$ Anti-theft Discount
2	15.000 % 332.01 \$\$ HO -3 Policy discount	1	30.000% 25.27 \$\$ Driver Air Bag
2	15.000 % 97.65 \$\$ Anti-theft Discount	1	1.000 % 16.46 \$\$ Loyalty Discount
2	30.000 % 29.95 \$\$ Driver Air Bag	1	8.000 % 74.22 \$\$ Shop Smart Discount
2	1.000 % 22.36 \$\$ Loyalty Discount	1	15.000% 125.40 \$\$ Safe Driver Credit - 3 Years
2	8.000 % 100.83 \$\$ Shop Smart Discount	4	5.000 % 10.40 \$\$ 4 wheel Anti-Lock Brake
2	15.000 % 171.31 \$\$ Safe Driver Credit - 3 Years	4	33.000% 99.96 \$\$ Financial Mgt Credit
1	5.000 % 16.04 \$\$ 4 wheel Anti-Lock Brake	4	15.000% 53.45 \$\$ HO -3 Policy discount
1	33.000 % 457.07 \$\$ Financial Mgt Credit	4	15.000% 34.71 \$\$ Anti-theft Discount

Endorsement forms applicable to this Policy:

CIC 2113 (05/2022)	CIC-2178 (08/2017)	CIC-2180 (11/2011)	PP 00 01 (06/1998)
PP 13 01 (12/1999)	PP 13 33 (02/2008)	PP 23 40 (10/2015)	CIC-2002 (05/2008)
PP 03 03 (04/1986)	PP P 011 (09/2014)		

Policy Forms/Endorsements marked with a * are NEW with this policy term and are attached to this Renewal Certificate

Date Processed: July 08, 2023

Declarations continued on next page

Page 1

PERSONAL AUTO
Previous Policy Number

Policy Declaration
Renewal Certificate

The Commerce Insurance Company
211 Main Street
Webster MA 01570

Client ID Number 000002987084

Policy Number: NHPA 000068643

Direct Bill-Insured

MAPFRE
INSURANCE

Named Insured: DALE GERRY SR AND JOANNE L GERRY

Description of Insured Automobile:

Unit#	Yr/Make/Model	Typ	Tier	Identification#	Cmp/Col		Use	Ter	Cls	Pts
					Sym	Age				
1	21 GMC CANYON	01	PRF1	IGTG6CEN4M1186385	31/24	2	PL	841	898080	
2	19 MEB GLC COUPE	01	PRF1	WDC0J4KB2KF519709	46/43	4	PL	841	880129	
4	16 JEE WRANGLER	01	PRF3	1C4AJWAG3GL124837	13/02	7	PL	841	880129	

Coverage is provided only where a premium and limit or deductible are shown:

Coverage	Limits		Unit 1		Unit 2		Unit 4	
			Premium	Ded.	Premium	Ded.	Premium	Ded.
Bodily Injury	250,000 500,000	Per Person Per Accident	112		133		145	
Property Damage	100,000	Per Accident	112		132		145	
Uninsured Motorist Coverage	250,000	Per Person	55		55		60	
	500,000	Per Accident						
Uninsured Motorist PD	25,000	Per Accident						
Medical Payments	5,000	Per Person	26		30		33	
Comprehensive Coverage			155	100	239	100	85	100
Transportation Expense	20/600		incl		incl		incl	
Collision Coverage			306	500	436	500	117	500
PP 03 03 - Towing and Labor Co	25		2		2		2	
CIC-2002 - Enhancer Endorsemen			16		16		16	

Your credit score was used in the rating of this policy to determine the premium charge.

\$784.00	\$1043.00	\$603.00
Total Premium		\$2,430.00

Loss Payee/ Add'l Insured(s) Name, Address, City, State and Zip Code:

Unit 1	Unit	Unit
CITIZENS BANK		
PO Box 255587		
Sacramento, CA 95865		

Process Date: July 08, 2023

Page 2

Shurtleff Appraisal Associates Inc.



ESTABLISHED 1976

Post Office Box 665
Hampstead, NH

www.shurtleffappraisal.com

Tel 603.329.4808
Fax 603.329.4894

June 26, 2024

Table of hourly rates for special services

Appraisal Review Services	\$200.00 / hour
Expert Witness Testimony	\$200.00 / hour

Statement regarding suspension or disbarment in the past three years

I certify that Dale M. Gerry has not been investigated, suspended or disbarred from the NH Real Estate Appraiser Board over the past three years.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dale M. Gerry".

Dale M. Gerry, President
NH Certified General Appraiser No. 57

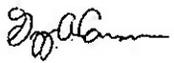
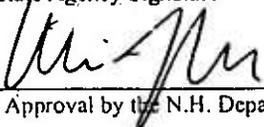
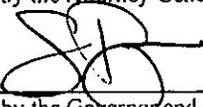
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DRIVE CONCORD, NH 03301	
1.3 Contractor Name Stark & Webster Valuations, LLC (Vendor # 505118)		1.4 Contractor Address 43 Cider Mill Rd. Bedford, NH 03110	
1.5 Contractor Phone Number 978-219-4773	1.6 Account Unit and Class 015-096-3054-046-0464 and 017-096-7507-046-0464	1.7 Completion Date 6/30/2029	1.8 Price Limitation \$1,500,000* *Aggregate allowed to be billed by all participating appraisal firms
1.9 Contracting Officer for State Agency William Oldenburg		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 06/26/2024		1.12 Name and Title of Contractor Signatory Gregory A. Camann Member, Stark & Webster Valuations	
1.13 State Agency Signature  Date: 7/15/24		1.14 Name and Title of State Agency Signatory William Oldenburg, Director Division of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/13/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

AMEND TO READ:

- 12. Notwithstanding the provisions of paragraph 12. of the P37 the Contractor may hire a subcontractor to perform services under this contract with the prior written consent of the state including persons who have contractual agreements with the State.
- 14.1.1 Commercial or comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per claim and \$1,000,000 per aggregate; and
- 14.1.3 Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 per aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000; and
- 14.1.4 Workers' compensation and employer's liability insurance, if required by law.

This section intentionally left blank.

EXHIBIT B

SCOPE OF SERVICES

THE EXACT SERVICES REQUIRED BY THE CONTRACTOR (APPRAISER) ARE:

- 2.1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and following "The New Hampshire Department of Transportation Right-of-Way Manual, Appraisal Standards and Reports Section" on file with the Department of Transportation, ("NHDOT") and any amendments thereto, and made a part hereof. All appraisals shall meet the requirements of the New Hampshire Appraisal Board, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation. All appraisals will be submitted in both written and PDF format. The appraiser agrees to respond to any written review of their appraisal by the State's reviewer within 10 working days of receipt. The response will consist of a letter addressing each question asked by the State's reviewer, any corrected pages of the appraisal with the changes highlighted, plus the revised written appraisal.
- 2.2. The measure of damage to the condemnee is to be estimated using all applicable approaches to value necessary to support the final estimate of the appraiser per RSA 498-A and the approaches as outlined in the "Appraisal Standards and Reports", above referenced. The use of or the omission of any approach shall be justified as part of the Appraisal Report by the Appraiser. The Appraiser further covenants and agrees that the measure of damage to the condemnee is to be determined by appraising the "Market Value" of the property and/or property interest(s) taken including improvements, if any, before the taking; and the "Market Value" of the remaining property, including improvements and/or property interest(s), if any, after the taking, in light of any environmental contamination, liens, leases, easements, or other encumbrances affecting the market value of the property in the before and after scenarios. The difference, if any, between the two values represents the measure of damages.
- 2.3. The Appraiser will, if required by the NHDOT, appear before any board or court to justify, testify, and defend their appraisal.
- 2.4. The Appraiser will refer to the NHDOT Contracting Officer or assignees of the NHDOT Contracting Officer for all matters or questions of fact relative to or connected with the appraisal which give rise to a dispute, dilemma, or ambiguity and which are not spelled out, described and determined by this contract or the standard practices of the profession; and the NHDOT Contracting Officer or assignee shall resolve the question or dispute by written instruction to the Appraiser.
- 2.5. The report(s) shall not include damages for items generally non-compensable under established State law. Requirements relative to consideration of benefits as outlined in the "Handbook For Highway Land Damage Commissions" revised February 18, 1964, prepared by the Office of the Attorney General, shall be followed. A copy is available for inspection at NHDOT ROW Section.

2.6. The Appraiser will neither perform any appraisal service nor assist in the same, for the owner of any land or interest therein which has been in any way affected pecuniarily by this project, without prior approval of the NHDOT. This prohibition shall remain in effect until the final disposition of all claims arising from the project.

2.7. Appraisal assignment, title, and date signed by, are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

2.8. NHDOT fee appraiser selection procedures are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

This section intentionally left blank.

EXHIBIT C

METHOD AND AMOUNT OF PAYMENT:

5.1.1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee under the terms of the appraisal assignment. The Appraiser agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the preparation of the appraisal under this Contract and the attachments hereto. Payment is to be made by the State on the following basis for all contracts:

(a) Fifty (50%) percent of the quoted fee for each appraisal report upon the delivery of an acceptable appraisal and submission of a bill for the total amount. At the NHDOT discretion, unacceptable appraisal reports may be returned, and no individual payment is made until the appraisal report is re-submitted in an acceptable form.

(b) Fifty (50%) percent of the total following review and acceptance by the State Reviewer and concurrence in the acceptance of an adequately documented appraisal report by the U. S. Department of Transportation, or within sixty (60) days after completion of State Review, whichever is sooner.

(c) For each late appraisal report, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the agreed upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses that are late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the calculated appraisal review response completion date. This date, to be determined by the Chief Right-of-Way Appraiser and identified in each appraisal review sent to the Appraiser, is established under the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

5.1.2. The NHDOT agrees to pay the Appraiser for all expenses incurred for each day or part of a day (*) that the Appraiser spends at a hearing, pre-trial conference, trial, or drafting appraisal update called for by the Attorney General's Office. For any appraisal update that is not completed and submitted within sixty (60) days of when it is requested by the Attorney General's Office, the Appraiser shall be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday the update is late.

The NHDOT and the Appraiser mutually agree that in case there may be major changes in the scope or character of the work to be performed under this contract, such changes shall be made in the individual amounts as stated under the "Schedule of Appraisals" by negotiated increases or decreases in said amounts. Or if work is added, such additional amounts as may be required shall be determined by negotiation and payment made at the agreed upon amounts.

(*) day or part of day shall include the duration of a hearing, pre-trial conference, or trial day.

This section intentionally left blank.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that STARK & WEBSTER VALUATIONS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 09, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 855546

Certificate Number: 0006672965



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

June 4, 2024

Laura J. Davies, NHCG-529
Chief Right of Way Appraiser
7 Hazen Drive
Concord, NH 03301

Re: Certificate of Authority

Dear Ms. Davies:

We, Gregory A. Camann and Donald E. Watson, grant authority to Gregory A. Camann the right to contract with the State of New Hampshire on behalf of Stark & Webster Valuations, LLC.

Sincerely,



Gregory A. Camann, Member
Stark & Webster Valuations, LLC
Certified General Appraiser
No. NHCG-972



Donald E. Watson, Member
Stark & Webster Valuations, LLC
Certified General Appraiser
No. NHCG-191



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2024

PRODUCER OREP Insurance Services 6353 El Cajon Blvd, Suite 124-605 San Diego, CA 92115 Phone 619-269-3882 Fax 619-704-0567	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
	INSURERS AFFORDING COVERAGE	NAIC #	
INSURED Stark & Webster Valuations, LLC 43 Cider Mill Rd Bedford NH 3110	INSURER A:	Accelerant National Insurance Company	10220
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<input type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	<input checked="" type="checkbox"/>	OTHER Errors and Omissions Claims Made	NRE40PL101122-00	12/22/2023	12/22/2024	Per Claim	\$1,000,000
						Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Real Estate Operations

Individuals Covered:

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
 Department of Transportation
 7 Hazen Drive
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Isaac Peck

Isaac Peck

Accelerant National Insurance, Company
(A Stock Company)
400 Northridge Road, Suite 800
Sandy Springs, GA 30350

REAL ESTATE PROFESSIONAL ERRORS AND OMISSIONS INSURANCE POLICY DECLARATIONS

NOTICE: THIS IS A "CLAIMS MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD.

DEFENSE COSTS WITHIN LIMITS

THIS POLICY CONTAINS PROVISIONS WHICH LIMIT THE AMOUNT OF CLAIM EXPENSES THE INSURER IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 4. OF THE DECLARATIONS.

PLEASE READ YOUR POLICY CAREFULLY.

Policy Number: NRE40PL101122-00

Renewal of: New

1. **Named Insured:** Stark & Webster Valuations, LLC
2. **Address:** 43 Cider Mill Rd
Bedford, NH 3110
3. **Policy Period:** From: December 22, 2023 To: December 22, 2024
12:01 A.M. Standard Time at the address of the Named Insured as stated in item 2. Above.
4. **Limit of Liability:**
 - A. Each Claim Limit of Liability \$ 1,000,000
 - B. Policy Aggregate Limit of Liability \$ 1,000,000
5. **Deductible:** \$ 2,500 Each Claim
6. **Policy Premium:** \$ 1902
7. **Retroactive Date:** December 8, 2020
8. **Notice to Company:** Notice of a Claim or Potential Claim should be sent to:
OREP Insurance Services: info@orep.org
6353 El Cajon Blvd, Suite 124-605
San Diego, CA
9. **Program Administrator:** OREP Insurance Services, LLC – info@orep.org
10. **Forms and Endorsements Attached at Policy Inception:** See Schedule of Forms

If required by state law, this policy will be countersigned by an authorized representative of the Company.

Date: December 7, 2023

By: _____

Isaac Peck
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Connor Mills	
Cross Insurance-Manchester		PHONE (A/C No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
1100 Elm Street		E-MAIL ADDRESS: connor.mills@crossagency.com	
Manchester NH 03101		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Property & Casualty Ins Co of Hartford	NAIC # 34690
INSURED		INSURER B:	
Stark & Webster Valuations, LLC		INSURER C:	
43 Cider Mill Rd		INSURER D:	
Bedford NH 03110		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 MASTER **REVISION NUMBER:**

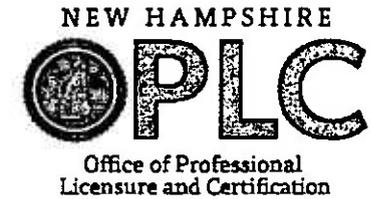
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		04SBMBH8WUT	07/18/2024	07/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			04SBMBH8WUT	07/18/2024	07/18/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
NH Dept of Transportation 7 Hazen Dr Concord NH 03110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jamie D. Blouin</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

Real Estate Appraisers Board

Pursuant to RSA 310:8, I - this is to certify that

DONALD E WATSON

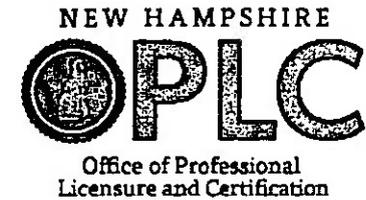
is licensed to practice as a(n)

Certified General Appraiser

LICENSE NO. NHCG-191

EXPIRATION DATE 06/30/2026

Always verify licenses online at <https://forms.nh.gov/licenseverification/>



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

Real Estate Appraisers Board

Pursuant to RSA 310:8, I - this is to certify that

GREGORY A. CAMANN

is licensed to practice as a(n)

Certified General Appraiser

LICENSE NO. NHCG 972

EXPIRATION DATE 06/30/2026

Always verify licenses online at <https://forms.nh.gov/licenseverification/>

DONALD E. WATSON
CERTIFIED GENERAL APPRAISER NO. NHCG-191

Background Summary

With over forty-five years in real estate and thirty-two years in the appraisal industry, I have served a wide variety of clients, including municipal and state governments, major universities, lending institutions, nonprofit organizations and investors. I have extensive experience with all property types ranging from unimproved land to subdivisions to improved commercial, industrial and residential properties including complexes and condominiums throughout New Hampshire. My appraisals have been widely used in eminent domain proceedings, estate-planning, financing, divorces, etc.

Education

NEW HAMPSHIRE COLLEGE, MANCHESTER, NH: Economic & Finance Program

OHIO STATE UNIVERSITY: A.S. Animal Science

HARVARD UNIVERSITY GRADUATE SCHOOL OF DESIGN:
Commercial Real Estate Development & Financing

SOCIETY OF REAL ESTATE APPRAISERS: Course 101, An Introduction to Appraising Real Property

APPRAISAL INSTITUTE:

- Course 1A-1, Real Estate Appraisal Principles
- Course 1A-2, Basic Valuation Procedures
- Course 1B-A, Capitalization Theory & Techniques, Part A
- Course 1B-B, Capitalization Theory & Techniques, Part B
- Course 2-1, Case Studies in Real Estate Valuation
- Course SPP, Standards of Professional Practice, Parts A & B
- Course 530, Advanced Sales Comparison & Cost Approaches
- Report Writing
- Over thirty (30) one and two day seminars

REALTORS' NATIONAL MARKETING INSTITUTE:

- Course CI - 101, Fundamentals of R.E. Investment & Taxation
- Course CI - 102, Fundamentals of Location & Market Analysis
- Course CI- 103, Advanced R.E. Taxation & Marketing Tools for Investment Real Estate

PROFESSIONAL DESIGNATIONS AND AFFILIATIONS

EXPERT WITNESS:

New Hampshire Land and Tax Court
Federal Bankruptcy Court
Federal District Court
New Hampshire Superior Court

GREGORY A. CAMANN
Certified General Appraiser No. NHCG-972

Background Summary

With over twenty years experience in commercial/industrial real estate, including eighteen years experience in the appraisal industry, I have serviced a wide variety of clients including municipal, state, and federal government, lending institutions, non-profit organizations, law firms, developers, and investors. The properties appraised were located in New Hampshire, Maine, Vermont, and Massachusetts. My valuation experience includes the following property types:

Apartments	Retail	Mixed-Use
Condominiums	Shopping Centers	Restaurants
Nursing Homes	Office Buildings	Special Purpose Properties
Industrial	Free-standing Commercial	Vacant Land

Education

Appraisal Institute:

Capitalization Theory and Technique Part 1 Capitalization Theory and Technique Part 2 Capitalization Theory and Technique Part 3 Litigation Valuation

General Appraiser Report Writing and Case Studies General Appraiser Site Valuation and Cost Approach

General Appraiser Sales Comparison Approach

General Appraiser Market Analysis and Highest & Best Use Basic Appraisal Principles

General Appraiser Income Approach/Part 2 General Appraiser Income Approach/Part 1

Society of Real Estate Appraisers:

Course 101 – Introduction to Appraising Real Property Course 102 – Applied Residential Property Valuation

104 Case Studies in Real Estate Valuation

Ithaca College, Ithaca, New York:

Bachelor of Arts – Physiology

Other Real Estate Experience

*Commercial Real Estate Broker Norwood Group

*Experience developing multi-use building, commercial lease negotiation's construction

*Fit-Out/Renovation of new and existing facilities.

June 27, 2024

To Whom it may Concern:

Re: Special Appraisal Services Rates

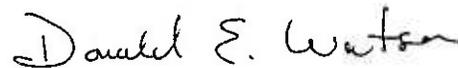
The following table lists our special appraisal services rates for appraisal reviews and expert witness testimony:

Service	Hourly Rate
Appraisal Review	\$125
Expert Witness Testimony	\$300

Sincerely,



Gregory A. Camann, Member
Stark & Webster Valuations, LLC
Certified General Appraiser
No. NHCG-972



Donald E. Watson, Member
Stark & Webster Valuations, LLC
Certified General Appraiser
No. NHCG-191

June 27, 2024

To Whom it may Concern:

Re: Statement Regarding Suspension & Debarment

We are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency. We have not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal Agency within the last three (3) years. Neither do we have a proposed debarment pending, and have not been indicted, convicted, or have had civil judgment rendered against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Sincerely,



Gregory A. Camann, Member
Stark & Webster Valuations, LLC
Certified General Appraiser
No. NHCG-972



Donald E. Watson, Member
Stark & Webster Valuations, LLC
Certified General Appraiser
No. NHCG-191